



**COUNTY
OF
LOS ANGELES**

**DEPARTMENT
OF
HEALTH SERVICES**

**ALCOHOL AND DRUG
PROGRAM ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
ALCOHOL AND DRUG
PROPOSITION 36 PROGRAM SERVICES**



SEPTEMBER 2002

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION



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I. BACKGROUND

On November 7, 2000, California voters passed the Substance Abuse and Crime Prevention Act of 2000 (also known as Proposition 36), which amended existing drug sentencing laws to require that criminal defendants convicted of certain non-violent drug offenses be placed in drug treatment as a condition of probation, instead of incarceration. Also eligible for Proposition 36 are State parolees who are convicted of new non-violent drug offenses or who commit drug-related parole violations. Statewide implementation of Proposition 36 began on July 1, 2001.

The County of Los Angeles (“County”) Proposition 36 program provides a comprehensive system of services for eligible drug offenders that includes accountability and public safety. These services are coordinated between the courts, probation, parole authority, the Board of Prison Terms, and community-based treatment providers to ensure appropriate and timely referral, follow-up, and monitoring of Proposition 36 program participants. The Department of Health Services (“DHS”) Alcohol and Drug Program Administration (“ADPA”) is the County’s lead agency for administering Proposition 36 programs, as designated by the County Board of Supervisors.

Community-based drug treatment services for Proposition 36 program participants consists of a three-level system of services, increasing in duration and intensity, based upon the assessed addiction severity of the defendants as determined by a County-contracted Community Assessment Services Center (“CASC”). Minimum duration is 120 days for the lowest level of severity (Level I), and up to 280 days for the more severe levels (Levels II and III), followed by six months of continuance care services. Services within the levels include outpatient treatment, day care habilitative services, residential treatment, residential medical detoxification, perinatal, and narcotic replacement therapy. Supplemental treatment services for Proposition 36 participants include literacy training, family counseling, vocational training, mental health, and health services. Drug testing is also required as a treatment tool. Drug test analysis is conducted by an ADPA contracted laboratory.

For the initial implementation of the Proposition 36 program, ADPA augmented its existing contracts with certain community-based drug treatment programs to ensure immediate access to drug treatment services for eligible drug offenders effective July 1, 2001. Through this Request for Proposals, ADPA now seeks to expand the availability of Proposition 36 drug treatment services throughout Los Angeles County. This RFP, specifically, seeks to provide these services to underserved populations and geographic areas.

II. OBJECTIVE

The County, DHS, ADPA is issuing this Request for Proposals (“RFP”) for Alcohol and Drug Proposition 36 Program Services. This RFP is a solicitation of ADPA funds to expand outpatient and residential treatment services within each County of Los Angeles Service Planning Area (“SPA”). This RFP seeks to fill service gaps for specific priority populations and geographic areas that have been identified since the

initial implementation of the Proposition 36 program. Preference for contract awards will be given to Proposers' This RFP will involve a competitive selection process. Community-based agencies are invited to submit proposals to provide either outpatient services or residential services, or both. As a result of this process, one or more community-based agencies (hereafter referred to as "Proposers") will be selected to provide outpatient and/or residential treatment services for one or more SPAs.

Proposers will provide services to men and/or women residing within Los Angeles County. Proposers should demonstrate their ability to establish linkages with other service providers for establishing a full continuum of services. Proposers must provide one or more levels of service (**See Section VI. Scope. C. Level of Service**). Upon an assessment and referral from CASC staff, Proposer will provide a specified level of outpatient counseling and/or residential services for clients.

The DHS recommended proposers will be expected to negotiate County agreements sometime in February 2003.

III. MINIMUM REQUIREMENTS TO PARTICIPATE

Proposers must be tax-exempt, public or incorporated private non-profit organizations (registered with the State of California), for-profit organizations or agencies of a municipal government. Other government agencies are not eligible to apply.

Proposers must have demonstrated expertise in providing alcohol and drug outpatient and/or residential program services for males and/or females. Proposers for outpatient services must have certification for outpatient services from the California Department of Alcohol and Drug Programs (ADP). Proposers for residential treatment must have a valid current license from the ADP. Selected Proposers must obtain the required certification and/or license from ADP by January, 2003, or the Proposer will be precluded from receiving a County contract.

All Proposers must maintain and conduct business from an office located within the geographical boundaries of Los Angeles County. Proposers that provide outpatient services must have office sites that remain operational at least five (5) days a week during normal business hours. To allow for accessibility to treatment services for employed participants, it is strongly encouraged that weekends/evening hours be made available for them to ensure access to services. Residential services must be operational seven (7) days a week, twenty-four (24) hours a day.

IV. TIME LINE

September 24, 2002	Release RFP
September 30, 2002	Deadline for Submitting Written Questions on RFP to DHS.
October 9, 2002	PROPOSERS' CONFERENCE Alcohol and Drug Program Administration 1000 South Fremont Avenue Building A-7 Auditorium, Lower Level G Alhambra, California 91803
October 11, 2002	PROPOSERS' CONFERENCE Northeast Valley Seniors' Center 11300 Glenoaks Boulevard Auditorium / Cafeteria Hall Pacoima, California 91331
October 15, 2002	PROPOSERS' CONFERENCE Arboretum of Los Angeles County 301 North Baldwin Avenue Ayer's Hall Arcadia, California 91007
October 18, 2002	Release and Post Question and Answer Handout and RFP Addendum No. 1, as necessary
October 21, 2002	Letter of Intent Due
November 4, 2002	Proposal DUE at 3:00 p.m.
February 1, 2003	Anticipated Implementation of Agreements

NOTE: All time line dates and times are approximate, and may be changed at any time by written addenda to this RFP. Interested proposers may confirm the dates and time for the RFP release by visiting the Los Angeles County Online Web Site (<http://camisvr.co.la.us/lacobids/>). Web Site (<http://www.lapublichealth.org/adpa>) to download an electronic copy of the RFP and any subsequent addenda and question and answer handout. Proposers may also contact the person listed under **Section VIII, Proposal Conditions, Paragraph N, Contact with DHS Employees.**

V. SPECIAL NOTICES

- A. RFP Copies Available for Pickup and Los Angeles County Online DHS ADPA Web Sites and Internet Instructions

Printed copies of the RFP will be available for pickup everyday beginning Tuesday, September 24, 2002, between 8:30 a.m. and 5:00 p.m., at the following address:

County of Los Angeles
Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor Reception Area - South Wing
Alhambra, California 91803

To ensure lead time for your review of the RFP document in order to submit RFP questions in writing to DHS ADPA by the stated deadline (see Time Line, above) and to become familiar with the RFP document, it is to your advantage to obtain a copy of the RFP as soon as possible. Because of time and cost constraints, the RFP will be mailed (upon written request to the address as listed above) only in special circumstances at the Director's sole discretion.

As an alternative option, an electronic copy of this RFP is available to proposers from the DHS ADPA through the Internet. In any event, Proposers will be responsible for checking the DHS ADPA Web Site for updates, and RFP addenda, as may be posted subsequent to the release of the RFP. Note that, such an electronic copy of the RFP is provided to Proposers by the County for their convenience only, and the County does not represent or endorse the accuracy, currentness, or reliability, or any advise, opinion, instruction, statement, or other information displayed, downloaded, or distributed through the DHS ADPA Web Site.

NOTE: If there is no County record that a Proposer received a hard copy of the RFP document in person or by U.S. Mail, and attended the Proposers' Conference, the Proposer shall be held responsible for periodically checking the DHS ADPA Web Site for any RFP addenda or question and answer handouts, posted subsequent to the initial posting of the RFP on the DHS ADPA Web Site. If, for whatever reason, the DHS ADPA Web Site, is inaccessible (i.e., down), Proposers are responsible for contacting the person listed under Section VIII, Proposal Conditions, Paragraph N, Contact with DHS Employees, to obtain a hard copy of the RFP, and any subsequent addenda or question and answer handout.

When using the Los Angeles County Online DHS ADPA Web Sites, it is up to the Proposer to take precautions to ensure that whatever the Proposer selects for his/her use is free of such items as computer viruses, worms, Trojan horses, and other items of a destructive nature. In no event will the County be liable to any direct, indirect, special or consequential, or other damages for use of these web sites, or on any other hyper linked web site, including, without limitation, any lost profits, business interruption, loss of programs, or other data on Proposer's information handling system or otherwise, even if the County is expressly advised of the possibility of such damages.

B. Pre-Conference RFP Questions in Writing

Proposers are encouraged to submit questions in writing to Timothy M. Dueñas at the address above, or by facsimile to (626) 458-6084. The questions must be received by Mr. Dueñas no later than NOON, on September 30, 2002. [Internet (i.e., electronic mail/E-Mail) transmissions will NOT be accepted.]. Written questions should be submitted in two (2) parts:

1. Those questions requesting clarification of specific data contained in the RFP.
2. Those questions requesting additional information not discussed in the RFP.

Depending on the number of questions received, DHS may prepare a written question and answer handout for distribution at the proposers' conference. DHS will ensure that all questions in the handout are anonymous and may combine same or similar questions for purposes of the handout.

C. Proposers' Conference

All interested Proposers should attend the Proposers' Conference to participate in this RFP process. The Proposers' Conference is scheduled for the following time, date, and location:

DATE/TIME: Wednesday, October 9, 2002 / 10:00 a.m. to 12:00 p.m.

**LOCATION: Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-7 Auditorium, Lower Level G
Alhambra, California 91803**

DATE/TIME: Friday, October 11, 2002 / 2:00 p.m. to 4:00 p.m.

**LOCATION: Northeast Valley Seniors' Center
11300 Glenoaks Boulevard
Auditorium / Cafeteria Hall
Pacioma, California 91331**

DATE/TIME: Tuesday, October 15, 2002 / 2:00 p.m. to 4:00 p.m.

**LOCATION: Arboretum of Los Angeles County
301 North Baldwin Avenue, Ayer's Hall
Arcadia, California 91007**

All organizations in attendance must ensure that the official sign-in attendance

sheet is completed and signed by one authorized representative of the organization, for two purposes: (1) to serve as evidence that the organization was present at the Conference; and (2) to forward any addenda subsequent to the Conference, if the County determines that such addenda is required.

The purpose of the Proposers' Conference is to answer all questions concerning the written specifications of this RFP in the presence of all organizations genuinely interested in providing services.

Written minutes of the Proposers' Conference will not be available for publication, and County representatives will not hold any private or unilateral consultations before or after the Conference that may give a Proposer any advantage over another in responding to this RFP.

If valid questions concerning the written specifications of this RFP are not answered at the time of the Conference either by: (1) a written question and answer handout which may be distributed at the conference at the Director's discretion; or (2) the County Panel directly at the time of the conference, then DHS will later transmit written answers to these valid questions in the form of an addendum (or addenda, if necessary) in a manner deemed appropriate by DHS, depending on time constraints, to all organizations in attendance at the proposers' conference as evidenced by the official sign-in attendance sheet.

The County will assume no responsibility for any understandings or representations concerning conditions made by any of its officers, employees, or agents prior to execution of any resultant contract unless it is included in this RFP, any question and answer handout, any written addenda, or any resultant contract.

D. Letter of Intent to Apply

Proposers who plan to submit a proposal in response to this RFP are encouraged to submit a *Letter of Intent to Apply* (see **Attachment A**), to the following address, either in-person, by mail, or by telephone facsimile (FAX) at (626) 458-6084. The letter of intent must be received no later than 4:30 p.m. on Monday, October 21, 2002:

Timothy M. Dueñas, Section Head
Alcohol and Drug Program Administration
Planning Division
Program Development Section
1000 South Fremont Avenue
Building A-9 East, Room 3-149
Alhambra, California 91803

E. Proposing Entity Limitation

Only one proposal per sole proprietorship, partnership, or corporation (whether

a parent corporation or a subsidiary corporation under the same or different names) will be considered under this RFP process -- i.e., a parent corporation may NOT submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may NOT submit a proposal if its parent corporation is submitting a proposal. In addition, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal. If there is reason to believe that collusion exists among Proposers, none of the proposals submitted by the suspected participants in such collusion will be evaluated for this RFP process.

F. Subcontracting

Proposers may propose the use of subcontractor(s) to provide specific services. Proposers shall agree that they will be held responsible for the overall performance and quality of services provided by any subcontractor, and shall ensure that their subcontractor(s) meets all applicable provisions found in any agreement the Proposer has with the County as a result of the RFP.

Any payment to subcontractor(s) is the responsibility of the Proposer and not of the County. Proposers shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits, including workers compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Proposer pursuant to any agreement that results from this RFP. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, taxes, or workers compensation benefits to any personnel provided by the Proposer pursuant to any agreement resulting from this RFP.

All subcontract agreements between a Proposer and subcontractor shall be based on the same agreement format as entered into by the Proposer and the County. Such subcontract(s) must be executed by the Proposer and subcontractor, and shall require the approval of the Director prior to the execution of any agreement between the County and the Proposer as a result of this RFP, and prior to the execution of any subcontract.

VI. SCOPE

A. Treatment Modality

All Proposers must provide outpatient and/or residential treatment services for adult men and/or women that are consistent with **Section XII, Exhibit "T", Sample Agreement for Alcohol and Drug Services Agreement**, including exhibits for Outpatient Counseling, Residential Treatment Services.

Participants may require one or more of the following treatment services:

C Outpatient Counseling Treatment - Alcohol and drug treatment and

recovery services directed at alleviating and/or preventing alcohol and drug problems among participants in nonresidential facility. Services shall include individual, family, and/or group sessions.

C Residential Treatment - Supervised 24-hour live in program with structured treatment and recovery services.

Proposer is expected to use evidence-based approaches that comprehensively address the unique needs of each individual adult. Research on drug addiction indicates that many individual drug addicts also suffer from mental health, familial, occupational, and other social problems (National Institute on Drug Abuse, *Principles of Drug Addiction Treatment: A Research-Based Guide*, October, 1999). Criminal justice research also shows a strong connection between illicit drug use and crime (United States Department of Justice, Office of Justice Programs, Bureau of Justice Statistics, *Survey of State Prison Inmates*, 1991). For these reasons, treatment should take into consideration a broad range of issues, including criminal background, medical concerns (i.e., Hepatitis, HIV infection, etc.), mental health problems, and other biopsychosocial areas. Formal collaborative agreements will help ensure that the necessary services can be provided to all eligible participants. Through the use of comprehensive, standardized assessments (Addiction Severity Index - not attached), Proposers must ensure that they incorporate on-going treatment outcome measures within their treatment plans.

B. Treatment Program Procedures

Upon conviction, offenders are referred by court to ADPA contracted **CASCs for Proposition 36 (see Section XII, Exhibit “III”)**. The CASCs are the entry point for County residents seeking access to alcohol and drug treatment and recovery services. There are currently eleven (11) CASC sites that provide assessment and referral services for Proposition 36 participants. Under the Proposition 36 Implementation Plan, CASCs are responsible for conducting individual assessments using the Addiction Severity Index for each eligible Proposition 36 participant. Based on the assessment results, the CASCs will make referrals to community-based treatment providers which will allow the participant to access the appropriate level of outpatient or residential treatment services and other needed human services commensurate with the severity of the conditions. Referrals are also made to programs that are culturally and linguistically appropriate for each client. **Section XII, Exhibit “IV”** includes a listing of ADPA contracted service providers for Proposition 36 program services.

C. Level of Services

Proposition 36 treatment services offers a continuum of care for all participants. There are three (3) levels of treatment services (see below), increasing in duration and intensity depending as the assessed severity of the participant's addiction and criminal history. Minimum duration is 120 days for the lowest

level of severity, 224 days for mid-level severity and 280 days for the most severe level. Actual length of time depends upon completion of Treatment Plan goals and objectives. During the course of treatment, services may be stepped-up or stepped-down as appropriate, as the participant progresses in their treatment plan. All levels include outpatient counseling services, while Level III also offers residential treatment. **All levels of treatment shall include drug testing and continuing care services.** (Note: The cost for drug testing will be offset as a result of an ADPA contract agreement with a laboratory).

All Proposers may propose to provide one, two or all three levels of services. The Proposer's proposal must describe the types of services in each level(s) that a Proposer will provide, and must address plans to transition participants from one level of service to another, including continuing care (aftercare), when the participant no longer requires the intensive services offered during primary treatment. The Proposer must describe its ability to either provide these services itself or a plan to work with the CASC to make a referral to another ADPA-contracted Proposition 36 service provider.

1. Level 1 - Minimum participation in treatment: 120 days

Proposition 36 participants requiring a low level of outpatient counseling treatment shall receive services with the following minimum service intensity: combination of two (2) individual/group/education sessions per week for eighteen (18) weeks at three (3) hours per week for a total of 54 hours; two (2) self-help meetings per week for eighteen (18) weeks for thirty-six (36) meetings; and one (1) random, observed drug test per week for eighteen (18) weeks. The services shall include but are not limited to:

- C Intake, orientation, and evaluation;
- C Development of a treatment plan;
- C Individual and/or group counseling sessions, including alcohol and other drug education;
- C Participation in self-help meetings;
- C Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
- C Referral to alcohol and drug free living facilities, as appropriate;
- C Provision of, or referral and follow-up for, supplemental treatment services including health services, literacy training, mental health services, and vocational counseling;
- C Random, observed drug testing;
- C 30-day initial treatment plan and progress report to Probation/Court; and
- C Court appearances and progress reports as ordered by the Court.

2. Level II - Minimum duration in treatment services: 244 days

Participants may require one or more of the following treatment services under Section A, Treatment Modality above. For the purposes of this

solicitation, the services should include outpatient counseling programs. The minimum service intensity is as follows:

- Outpatient Counseling: Combination of three (3) individual/group/education sessions per week at six (6) hours per week for thirty-two (32) weeks for a total of 192 hours; four (4) self-help meetings per week for thirty-two (32) weeks for a total of 128 meetings; and one (1) random, observed drug test per week for thirty-two (32) weeks.

3. Level III - Minimum duration in treatment services: 280 days

Participants may require one or more of the following treatment services under Treatment Modality above. For purposes of this solicitation, the services should include outpatient counseling and residential treatment. The minimum service intensity is as follows:

- C Outpatient Counseling Treatment: Combination of five (5) individual/group/education sessions per week at nine (9) hours per week for forty (40) weeks for a total of 360 hours; five (5) self-help meetings per week for forty (40) weeks for a total of 200 meetings; and two (2) random, observed drug test per week for initial eight (8) weeks and one (1) random, observed drug test per week for the remaining thirty-two (32) weeks for a total of 48 tests.
- C Resident Treatment: Daily structured treatment activities in a 24-hour supervised live-in setting for no less than thirty (30) or more than 180 days; four (4) self-help meetings per week for twenty-six (26) weeks for a total of 104 meetings; and two (2) random, observed drug tests per week for initial eight (8) weeks and one (1) random, observed drug test per week for the remaining thirty-two (32) weeks for a total of 48 tests.

All Level II and III participants shall receive the following services: intake, orientation, and evaluation; development of a treatment plan; participation in self-help meetings; individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs); referral to alcohol and drug free living facilities, as appropriate; provision of, or referral and follow-up for supplemental treatment services including health services, literacy training, mental health services, and vocational counseling; random, observed drug testing; 30-day initial treatment plan and progress report to Probation/Court; and court appearances and progress reports as ordered by the Court.

For Levels I, II, and III, reports on the participant's progress shall be made to the Deputy Probation Officer and the Court every 30 days (including the submission of an initial treatment plan within the first 30 days), and the participant's progress shall be re-assessed at the completion of three months of treatment. Based on the assessment by the treatment provider and in collaboration with

Probation Department, the services within any level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

D. Funding

ADPA anticipates that approximately \$ 2.3 million per year will be available to fund agreements for outpatient counseling and for residential treatment program services. The term of any resulting agreement is anticipated to be for a forty-one (41) consecutive month contract period, commencing on or about February 1, 2003 through June 30, 2006. Any qualifying, but unselected proposals will be placed on an available provider list, and will be notified in future years if additional funding becomes available.

The following are the estimated funding levels for both outpatient and residential services:

SPA	Total Funding for Outpatient and Residential Services
1 (Antelope Valley)	\$197,500
2 (San Fernando)	\$197,500
3 (San Gabriel)	\$492,500
4 (Metro)	\$197,500
5 (West)	\$115,000
6 (South)	\$377,500
7 (East)	\$345,000
8 (South Bay/Harbor)	\$377,500

E. Method of Payment

The reimbursement mechanism for outpatient counseling, and residential treatment, will be cost reimbursement for the first five months of the agreement and fee-for-service reimbursement form of payment, thereafter.

Procedures for cost reimbursement and fee-for-service payment procedures will be as set forth in the exhibit(s) of any agreement resulting from this RFP. The payment mechanism may change in subsequent contracted years, depending on the needs of the County and provider.

Funding for the specified contract period will be contingent upon satisfactory demonstration of provider's progress in accomplishing identified objectives and activities, as identified on the approved ***Project Work Plan***, (see **Attachment C**), compliance with contractual requirements, and approval of funding each fiscal year by the County's Board of Supervisors.

VII. STATEMENT OF WORK

The work list provided below identifies the responsibilities and/or services that a selected Proposer must agree to perform and/or provide under any contract awarded as a result of this RFP. The work list should be considered illustrative of primary responsibilities, and/or services to be provided only, and should not be considered a complete, or detailed, listing of all of a contractor's duties. Numerous ancillary and support functions are also a contractor's responsibility (e.g., compliance with insurance requirements, maintaining records, etc.), as set forth in **Section XII, Exhibit "I", Sample Agreement**. The treatment program procedures must adhere to the requirements listed in the Los Angeles County Proposition 36 Substance and Practices, Version 1.0, (see **Section XII, Exhibit "II"**), and any amended portions of this document. The document can be obtained from the Internet under <http://lapublichealth.org/adpa/>.

Primary work responsibilities and/or services to be provided by contractor shall include a participant's progress reports to the Deputy Probation Officer and/or the Court every thirty (30) days, submission of the initial treatment plan within the first thirty (30) days, participant's progress reassessed at three (3) month intervals, and progress reports to the court. Other services shall include, but not be limited to, the following:

A. Outpatient Counseling - Alcohol and Drug Outpatient Services (Proposition 36)

Outpatient counseling services should be provided at least five (5) days a week during normal business hours (9:00 a.m. to 5:00 p.m.), but it is strongly encouraged that services be provided during evening and weekend hours to accommodate participants who are employed. The services provided must include:

1. Upon referral from the CASC, conduct intake and client assessment/evaluation, including documentation of admission requirements, and medical and psychosocial histories.
2. Provide crisis intervention involving person-to-person contact between a qualified staff person and an identified client in crisis to alleviate problems which present an imminent threat to the health of the client.
3. Provide individual, group, family, and collateral counseling in accordance with the client's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

4. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse.
5. Refer client for any services deemed appropriate for contributing to client's rehabilitation. Such services shall not be charged to County, nor be reimbursable to Contractor, hereunder.
6. Provide, as needed, for the referral of clients to appropriate residential detoxification and residential drug free programs, satellite housing and to social services and mental health programs for other services.
7. Contractor shall follow-up with former clients in accordance with Contractor's written policies and procedures which shall be approved by the Director prior to commencement of this Agreement.
8. Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.
9. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each client's emission of the urine collected be directly observed by an employee of Contractor to protect against falsification and/or contamination of the urine sample.
10. Provide peer support discussion groups.
11. Provide six (6) months of continuing care as ordered by the Court.

B. Residential Treatment (Proposition 36)

Residential treatment should be provided 24-hours a day, seven (7) days a week and must include:

1. Upon referral from the CASC, conduct intake and comprehensive assessment of participant's physical and emotional health; alcohol and drug use; vocational/educational, legal, housing, family/interpersonal, and recreational needs.
2. Provide recovery and treatment planning and an intensive residential stay, including room and meals.
3. Provide individual, group, family, and collateral counseling in accordance with the participant's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.
4. Host, or refer participants to, self-help groups.
5. Provide social and recreational activities for participants.

6. Provide or arrange referral to vocational counseling, training, and skills development.
7. Coordinate with other agencies, including criminal justice agencies involved with alcohol and drug programs.
8. Provide education on HIV/AIDS transmission and access to voluntary HIV/AIDS testing.
9. Refer participant, including homeless participant, for any services deemed appropriate for contributing to participant's rehabilitation, including residential detoxification and to social services and mental health programs.
10. Assist with exit planning to ensure that participant has support in recovery, including transition to community services.
11. Notify the appropriate referral agency when any participant is considered for discharge and include an appropriate entry or exit plan for participant.
12. Conduct follow-up on former participants who have left the program for any reason for a minimum of thirty (30) days.
13. Conduct urinalysis testing to be directly observed by a staff person to protect against the falsification and/or contamination of the urine sample.
14. Any other specialized services necessary for a participant's recovery.
15. Provide or arrange referral by CASC to appropriate outpatient program for six (6) months of continuing care as ordered by the Court.

VIII. PROPOSAL CONDITIONS

A. Informal Solicitation for Proposals

Notwithstanding any other provisions of this RFP, Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. Thus, the Director of the Department of Health Services or his authorized designee ("Director"), reserves the sole and unqualified right to reject any and all proposals at any time, in whole or in part, for any reason whatsoever.

B. County Responsibilities

The County is responsible only for that which is expressly stated in this RFP and any written addenda thereto. The County is not responsible for and will not be

bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

C. Final Contract Award by County Board of Supervisors

Notwithstanding any decision by the Director to recommend the award of a contract to any Proposer, the County Board of Supervisors retains the right to exercise its independent judgement and discretion concerning the final selection of a proposal and the terms and conditions of any resultant contract(s), and to determine which proposal best serves the interest of the County. The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

D. Firm Offer

All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

E. Compliance with Request for Proposals

Responses to this RFP shall be made according to the specifications and instructions contained herein, and must comply with content, sequence, and format for proposals as outlined in **Section IX, Instructions to Proposers Submitting Proposals** and **Section XI, Submission of Proposal** of this RFP.

Failure to adhere to any RFP instruction or to comply with the format requirements of **Section IX, Instructions to Proposers Submitting Proposals** and **Section XI, Submission of Proposal** may be cause for rejection of the proposal, at the Director's sole discretion.

F. Inquiries and Investigative Authority

The Director reserves the right to make inquiries into the operational and financial capacity and responsibility of a Proposer. The failure of a Proposer to promptly supply information requested in connection with such inquiry, including, but not limited to, information regarding current and past performance, financial stability, labor or payroll violations, professional citations, incidents or charges of malpractice, and the ability to provide emergency ambulance transportation services in a timely manner, may be grounds for rejection of the proposal at the sole discretion of the Director. By submitting a proposal in response to this RFP, the Proposer acknowledges that it gives Director investigative authority to verify and confirm any and all related information, credentials, resources, and references listed in the proposal.

G. Acceptance of Terms and Conditions

Proposer understands and agrees that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP and any addenda thereto, as evidenced by the proposer's **signed and dated statement** affirmation.

Proposers are encouraged to carefully review **Exhibit "I", Sample Agreement**, and its service Exhibits for alcohol and drug services for which Proposer is submitting a proposal, since many of its provisions will be included in the contract(s) that may be awarded as a result of this RFP. However, please note that the draft contract language specified in the Sample Agreement is subject to change, and that not all clauses shown may be used, and other contract provisions that do not currently appear may be included in the final contract.

Proposers are not required to sign the Sample Agreement at this time. This document is provided for the Proposer's information only. Proposers who are recommended to provide services as a result of this RFP process will be required to sign the final version of the formal contract document upon completion of the contract negotiation process.

H. Truth and Accuracy of Representations

False, misleadingly incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal.

The evaluation and determination in this area shall be in the Director's sole judgment and his/her judgment shall be final.

I. Compliance With Applicable Law

Any contract which may be entered into between the County and Proposer, and awarded by the County Board of Supervisors as a result of this RFP, shall be in compliance with all applicable Federal, State and local laws, ordinances, regulations, rules, and directives, including Federal statutes and regulations regarding lobbying activities, non-discrimination, equal opportunity, and the employment of aliens and others, as such provisions exist now or in the future.

J. County Changes to Request for Proposals

The Director reserves the sole right to interpret or change any provision of this RFP at any time prior to the final proposal submission date. Any such interpretation or change shall be by written addenda to this RFP. For purposes of this RFP process, any written addendum, including any written question and answer handout, shall become part of this RFP and may become part of any resultant contract. Every reasonable effort shall be made to assure that any written addendum made to the RFP is provided to each provider for whom the County's records indicate received a copy of the RFP in person or by U.S. Mail

(at the Director's discretion) and attended the proposers' conference. A Proposer's failure to address the requirements of any written addendum in its proposal may result in the proposal not being considered. The Director, at his/her sole discretion, may determine that if any addendum is issued, that a time extension may also be required for the submission of the proposals, in which case the written addendum shall also indicate the new proposal submission date.

K. Proposer Changes to Proposal

Prior to the final proposal submission date, a Proposer may retrieve its proposal in order to make additions or alterations. Such retrieval, however, shall not extend the final proposal submission date for proposals under this RFP process. In any event, a Proposer may not change the wording or add or delete anything from its proposal after the final submission date for proposals, unless the same opportunity is offered to all Proposers at the Director's sole discretion.

L. Disclosure of Contents of Proposals

All proposals submitted in response to this RFP shall become the exclusive property of the County. At such time as the Director formally, and in writing (whether by Health Deputy Memo, Board Memo, or Board Letter), recommends rejection of any or all proposals, or recommends award of an agreement(s) to the County Board of Supervisors, all proposals shall be regarded as public records, with the exception of those parts of each proposal defined by the Proposer as business or trade secrets and plainly marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Such information should not appear on the same page as non-proprietary or non-confidential information.

The County shall not in any way be liable or responsible for the disclosure of any such records or any part thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law or by order of a court.

M. Protest Rights

The County will consider any protest or objection regarding proposals not recommended for award of a contract under this RFP, only if such protest or objection is received in writing by the ADPA, within ten (10) calendar days of the County's notification to the Proposer by facsimile/fax or postmarked mail, whichever occurs first, that the Proposer's proposal was not recommended for a contract award by the Director.

Protests or objections shall clearly identify this RFP, be clear and specific in meaning, and typewritten. The response envelope must be correctly addressed and plainly read RFP FOR ALCOHOL AND DRUG PROPOSITION 36 PROGRAM SERVICES- PROTEST/ OBJECTION, in the lower left-hand corner. Protests or objections must be received within the ten (10) calendar days as described above, either in person or by mail to the following address:

County of Los Angeles
Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Room 3-002
Alhambra, California 91803
Attention: Wayne Sugita, Chief Deputy Director

Written protests or objections received any time after ten (10) calendar days, as described above, will be automatically disallowed. For purposes of the protest process, facsimile/fax or Internet (i.e., electronic mail/E-mail) transmissions will not be accepted. THE COUNTY WILL TAKE NO RESPONSIBILITY FOR THE RECEIPT OR HANDLING OF WRITTEN PROTESTS OR OBJECTIONS WHICH ARE NOT RECEIVED BY THE PERSON INDICATED ABOVE BY THE STATED DEADLINE. Proposers will be notified by the Director of the decision on any protest or objection which is received by DHS in a timely manner. Such notification will explain the basis for the decision. The Director's decision on any protest or objection will be final.

N. Contact with DHS Employees

As of the issue date of this RFP and continuing until the final date for submission of proposals, all DHS personnel (except for designated DHS ADPA personnel), are specifically directed not to hold meetings, conferences, or technical discussions regarding this RFP with prospective contractors. Any questions or comments regarding this RFP or other matters relating thereto shall be addressed to:

County of Los Angeles
Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue, Third Floor
Building A-9 East, Room 3-002
Alhambra, California 91803
Attention: Wayne Sugita, Chief Deputy Director
Telephone: (626) 299-4571

O. Cost of Proposals and/or Modifications of Proposer's Operations

The County shall not in any way be liable or responsible to Proposer or any third party, for any costs incurred in connection with: (1) the preparation or submission of any proposal; (2) the modification of any of Proposer's operations in response to this RFP; (3) the contract award process; or (4) the contract negotiation process.

P. Rejection/Cancellation of the RFP Process

The Director may, at his/her sole discretion, reject any and all proposals submitted in response to this RFP at any time for any reason whatsoever. In addition, the RFP process may be canceled at any time, when the Director determines at his/her sole discretion that a cancellation is in the best interest of the County of Los Angeles.

Q. Term of Contract

The term of any contract awarded as a result of this RFP is anticipated to be for a period of forty-one (41) consecutive months, effective on or about February 2003 through June 30, 2006.

All agreements will be monitored by the County on an ongoing basis, and may be terminated for any of the reasons set forth in **Exhibit "I", Sample Agreement**.

R. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the selection of a proposal, or in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a

County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

S. County Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance",

defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it is the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained with this RFP. Thereafter, each person, corporation, or other entity submitting a response to this RFP, must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010, that is retained by the Proposer, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

T. Proposer's Willingness to Consider County Employees for Employment

If Proposer is selected for a contract, and should contractor require additional or replacement personnel after the effective date of the contract to perform the services set forth therein, contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of the contract.

U. Consideration of Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs' Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN and GROW participants or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN and GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment

and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

V. County's Quality Assurance Plan

The County or its agent will evaluate Proposer's performance under any resultant agreement on not less than an annual basis. Such evaluation will include assessing compliance with all contract terms and performance standards. Deficiencies which the County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the agreement or impose other penalties as specified in the agreement.

W. County's Child Support Compliance Program

At the time of proposal submission to DHS, Proposer must submit separately to the County's Child Support Services Department (CSSD) a completed **Principal Owner Information (POI) Form** (see Attachment E). Additionally, Proposer shall submit to CSSD and to DHS within its proposal, certification in accordance with the provisions of Section 2.200.060 of the Los Angeles County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to the Proposer's Principal Owners; (2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the Proposer has fully complied with all lawfully served Wage and Earning Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification must be submitted on the **Child Support Compliance Program Certification (CSCP Certification)** (see Attachment F). Failure by a Proposer to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) along with a copy for DHS verification in Proposer's proposal shall be grounds for a finding that a proposal is non-responsive (County Code Section 2.200.070).

X. Proposer's Exclusion from Participation in a Federally Funded Health Care Program

The Proposer is required by this RFP process to complete and sign the **Federally Funded Health Care Program Affidavit** (see Attachment G), certifying that neither the Proposer nor any of its staff members are currently barred from participation in a Federally funded health care program. If the Proposer cannot execute this form because it or one or more of its staff members is barred from participation in a Federally funded health care program, the Proposer shall submit a statement, also labeled **Attachment G**, reflecting all of the details of such debarment action. The Director will then consult with County Counsel to determine whether any such debarment is grounds for the Proposer's elimination from this RFP process.

Y. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance under any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault

of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be non-responsible for purposes of this selection process if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest ranked Proposer(s) may not be responsible, the Director of DHS shall notify the Proposer(s) in writing of the evidence relating to the Proposer's responsibility, and of his or her intention to recommend to the Board of Supervisors that the Proposer(s) be found not responsible. The Director of DHS shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Director's recommendation. If the Proposer fails to avail itself of the opportunity to rebut the Director's evidence, the Proposer may be deemed to have waived all rights of appeal.
5. If the Proposer presents evidence in rebuttal to the DHS, DHS shall evaluate the merits of such evidence, and based on that evaluation make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
6. These terms shall also apply to proposed subcontractors/subconsultants of Proposers under County contracts.

Z. Proposer Debarment

1. The Proposer is further hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest ranked Proposer(s) may be subject to debarment, the Director of DHS shall notify the Proposer(s) in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer(s) of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
3. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.
4. A record of the hearing, the proposed decision, and any recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the hearing Board.
5. These terms shall also apply to proposed subcontractors/subconsultants of Proposers under County contracts.

AA. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

IX. INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS

A. General Format Requirements

Proposers must follow the general format requirements listed below when submitting a proposal under this RFP.

1. Proposal submitted must be machine printed (e.g., typewriter, laser jet, etc.) in black type of not less than ten (10) characters per inch.
2. Proposal must be double spaced, with (top, bottom, left, and right) margins of not less than one (1) inch.
3. Proposal must be single-sided on eight and a half inch by eleven inch (8½" x 11") standard size white bond (or similar color and texture) paper. Cover

pages and page separation/ dividers of a different color may be used, but the color or texture of any paper used should allow for the production of readable copies when such pages are photocopied on a normal setting.

4. Proposal must be organized by paragraph sections, alphabetized and titled sections, as described herein, with each section separated by dividers which have labeled tabs -- extended for easy visibility.
5. Proposal must be numbered sequentially throughout from beginning to end, to ensure that there are no missing pages and to prevent the duplicate numbering of pages.
6. One original proposal and 12 copies must each be presented in separate, individual, three-ring binders, with a maximum binder size of four (4) inches. All proposal material must be included within the binder size limit. All binder copies, shall be clearly labeled with the RFP title "COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES REQUEST FOR PROPOSALS FOR ALCOHOL AND DRUG FOR PROPOSITION 36 PROGRAM SERVICES", the type of service proposed (outpatient counseling and/or, residential treatment), and the name of proposer's organization on the front exterior. Size permitting, binder ends shall also include the RFP title and the name of the proposer's organization (see **Section XI, Submission of Proposals**, for further details on copies to be submitted).

Note: Proposers may choose to condense proposal information by formatting in an easy-to-read manner -- e.g., by using uniform headings, columns, and blocks of information, where appropriate.

7. Proposal and all copies shall be typewritten, including completion of the required forms as well as the content, and placed within one (1) single binder which is SECURE BUT which can be easily OPENED AND CLOSED, for the removal of material by the County, identified by the Proposer as "**TRADE SECRETS**", "**CONFIDENTIAL**", OR "**PROPRIETARY**".

[pass or fail only]

B. Content and Sequence

Each proposal shall follow the required content and sequence as listed below. Any information which does not fit logically into one of these labeled sections shall be submitted separately under Proposer's **Section IX, Paragraph 19, "Additional Data"**. The following is required content and sequence for all proposals:

1. Cover Letter

Section A of Proposer's proposal shall be a maximum two page "Cover

Letter" with introduction, and shall include the name and address of the organization submitting the proposal, together with:

- a. A clear and concise statement regarding the proposer's form of business organization -- i.e., sole proprietorship, partnership, or corporation. If a corporation, the proposing corporate entity must be clearly identified -- i.e., whether proposing as a parent corporation or as a subsidiary corporation.

Note: The evaluation of corporate proposals will be according to the appropriate corporate tier.

- b. The name, title, business address, and telephone number of the contact person(s) who will be authorized to make presentations for the proposer.
- c. The name, title, business address, and telephone number of the person(s) authorized to sign and legally bind the proposer, if different from the contact person(s), with a power of attorney if the person authorized to sign is not the sole proprietor, a general partner of a partnership, or an officer of a corporation.

[pass or fail only]

2. Table of Contents

Section B of Proposer's proposal shall be entitled "Table of Contents", and shall include a detailed and complete outline of material included in the proposal, identified by proposal titled Sections, alphabetized paragraphs, and sequential page numbering from beginning to end.

[pass or fail only]

3. Proposal Face Sheet

Section C of Proposer's proposal shall be entitled "Proposal Face Sheet", shall include the name and address of the proposer, the type of treatment service applying for (i.e., outpatient counseling and/or residential treatment), indicate if proposer is new or current provider of service(s) applying for, indicate if proposer will provide new service(s) or will expand its capacity of existing contracted non-Drug Medi-Cal program at a new site(s), name of proposed program (if applicable), specific geographic area (including cities and/or targeted communities), specific populations targeted, amount of funding requested from County for the forty-one month project period. Proposers may use **Attachment B, Proposal Face Sheet**, as a sample format to follow.

[pass or fail only]

4. Minimum Requirements to Participate

Section D of Proposer's proposal shall be entitled "Minimum

Requirements to Participate", shall include a signed and dated statement that the Proposer is a tax-exempt, public or incorporated private non-profit organizations (registered with the State of California), or a for-profit agency, or agency of a municipal government; has expertise in providing alcohol and drug non-residential and/or residential treatment and recovery services for men and women; has a current certification to provide outpatient services and/or a license from the Department of Alcohol and Drug Programs to provide residential treatment services; (If Proposers do not currently possess a certification and/or license from ADP, then they are required to satisfy these requirements by January 2003. This date is the anticipated completion of contract filing process with the Board of Supervisors); and will maintain and conduct business from an office located within the geographical boundaries of Los Angeles County.

[pass or fail only]

The County reserves the right to disqualify any Proposer who fails item #4 above. The determination to disqualify a Proposer shall be at the discretion of the Director.

5. Proposer's Capabilities

Section E of Proposer's proposal shall be entitled "Proposer's Capabilities", and cannot exceed thirty (30) double-spaced pages; **excluding** the *Cover Letter, Table of Contents, Proposal Face Sheet, Project Work Plan, Proposed Budget, Financial Information*, and any other supporting documents Proposers include in their proposal; such as *Letters of Support*, resumes of key personnel, position job descriptions, listing of relevant past research projects, and bibliography. Section E should be written with the intent of offering the proposal evaluator a clear understanding of the proposed project, as well as the qualifications of the Proposer.

Section E must include the following elements, in the order presented below. These elements should not be considered as independent of each other, but should build upon and reflect their relationship to one another:

a. Agency Capabilities (40% of total points possible)

(1) Need Statement.

- (a) Outpatient Services: Proposers must describe the specific outpatient alcohol and drug counseling treatment and recovery service needs for Proposition 36 non-violent drug offenders it proposes to serve. Proposers should describe the target population of the proposed program in terms of demographic characteristics (gender, age, cultural group, primary language etc.) and the geographic area to be served. [Note: The priority populations are dually diagnosed (co-

occurring mental illness and substance abuse); monolingual Spanish speaking participants; monolingual non-English/non-Spanish speaking participants; women with school age children; women; and homeless persons.] Proposers should also describe the alcohol and drug-related problems for adult offenders that justify the need for the proposed outpatient treatment program.

- (b) Residential Treatment: Proposers must describe the specific residential alcohol and drug treatment and recovery service needs for Proposition 36 non-violent drug offenders it proposes to serve. [Note: The priority populations are dually diagnosed (co-occurring mental illness and substance abuse); monolingual Spanish speaking participants; monolingual non-English/non-Spanish speaking participants; women with school age children; women; and homeless persons.] Proposers should describe the target population of the proposed program in terms of demographic characteristics (gender, age, cultural group, primary language, etc.) and the geographic area to be served. Proposers should also identify the alcohol and drug-related problems for adult offenders that justify the need for the proposed residential treatment program.

(2) Treatment/Recovery Service Site Location

Each Proposer shall submit the following:

- C Proposers must identify each site where services will be provided, including the complete street address and telephone number. Describe the site's accessibility for participants, and any plans for assisting participants accessing the site, including the utilization of public and/or private transportation.
- C Describe the facility's physical layout, in terms of appropriateness and suitability for the proposed types of treatment and recovery services to be conducted, such as office space, private individual meeting space, group meeting space, and private areas for urinalysis testing.
- C Provide as an attachment pictures and maps of the facility's location, accessibility of site using public and/or private transportation, and facility's layout, such as office space, private and group meeting space, and private areas for urinalysis testing.

- C Provide as an attachment a copy of the current State certification for outpatient services and license for residential treatment from the Department of Alcohol and Drug Programs (ADP) for site(s) where services will be provided. (If Proposer does not have a certification and/or license from ADP, then they must satisfy these requirements by January 2003. This date is the anticipated completion of the contract filing process with Board of Supervisors.)
- (3) Proposer's Expertise with Alcohol and Drug Treatment and Recovery Services

(a) Outpatient Counseling Services:

Proposers must demonstrate expertise in providing alcohol and drug outpatient counseling treatment and recovery program services. Proposers must include references to **recent published research studies and other evidence, such as results of its own program evaluation studies and other unpublished studies, that demonstrate that the proposed treatment services use established "best practices" as effective approaches with the target population (see Section XII, Exhibit V).** Proposers should also include a detailed description and evidence of current program effectiveness, such as recidivism data for program participants successfully completing of program, and other follow-up studies of program participants or anecdotal data from program participants, their families, or agency, if such data is available.

Proposers must also describe rationale for implementing the proposed program approaches and structure with the stated population supported by evidence, such as findings from research literature and community needs assessment studies.

(b) Residential Services:

Proposers must demonstrate expertise in providing alcohol and drug residential treatment program services. Proposers must include references to **recent published research studies and other evidence, such as results of its own program evaluation studies and other unpublished studies that demonstrate that the proposed treatment services use established "best practices" as effective approaches with the target population. (see Section XII, Exhibit V).** Proposers

should also include a detailed description and evidence of current program effectiveness, such as recidivism data for program participants successfully completing of program, and other follow-up studies of program participants or anecdotal data from program participants, their families, or agency, if such data is available.

Proposers must also describe rationale for implementing the proposed program approaches and structure with the stated population supported by evidence, such as findings from research literature and community needs assessment studies.

(4) Proposer's Experience with Criminal Justice Agencies

Proposers must describe their experience in working cooperatively and collaboratively with criminal justice referring agencies to address alcohol and other drug-related problems of the criminal offender population, such as the Los Angeles County Probation Department, California Department of Corrections (parole), Board of Prison Terms (BPT), and the Superior Court. Proposers must provide details of their capability to prepare and forward required treatment reports, an initial treatment plan, regular progress reports, notification of violations and other potential problems, to the Court, Probation, parole, and BPT on a timely basis.

b. Program Design (40% of total points possible)

The proposal must describe the proposed Program Design, including the following components:

(1) Program Objectives and Activities

Ⓒ Proposers are expected to provide clearly stated, measurable program objectives and service activities including service levels to be providing clients.

Ⓒ **Because the County's ADPA seeks to fill gaps in services, a preference will be given to Proposers programs targeting the following priority populations: dually diagnosed (co-occurring mental illness and substance abuse); monolingual Spanish Speaking participants; monolingual non-English/non-Spanish speaking participants; women with school age children; women; and homeless persons. These populations are not listed in any order of priority.**

C Describe agency's policy and procedure for maintaining a smoke free environment. Describe how program participants will receive information on tobacco use prevention and cessation services.

C Describe how agency has conducted outreach for eliciting community input in planning and establishing a treatment program for the target population in a specified area.

(2) Projected Total Number of Participants

Outpatient

Describe the projected number of Proposition 36 participants that will receive services from the program at any given time (static capacity), and the projected total number of participants who will be provided outpatient counseling services during each fiscal year of the contract period.

Residential

Describe the projected number of residential treatment beds that currently will be provided by the program at any given time (static capacity), and the projected total number of residential treatment that will be provided for Proposition 36 participants for each fiscal year of the contract period.

(3) Appropriateness of Services Provided

Describe how the proposed program will provide program activities that are culturally and linguistically appropriate for the participant's cultural, gender, and sexual orientation.

(4) Staffing

Describe the qualifications of all staff who will be operating the proposed program. Include position specifications, resumes, and other supportive documents as attachments for each position including administrative, supervisory, and direct service positions. Proposer needs to state its plans for making tobacco use and cessation services information available to its employees.

(5) Evaluation Design

Proposers shall describe their plans for evaluating the accomplishments of the proposed program objectives (as stated within **Section IX., Paragraph 5., Proposers Capabilities and**

Paragraph 6, Project Work Plan of this RFP), the effectiveness of the services to be provided, including but not limited to a discussion of the Proposer's data collection process and reports on information collected on program services, program participant characteristics, contractual information, financial information, and program outcomes. The Proposer should describe its administrative and technical ability to establish linkages with the automated ADPA Community Information System, and to collect and report data for on-going program operations, monitoring and evaluation.

Proposers must provide a computer with internet access and the following minimum requirements: Hardware = Personal Computer Unit (CPU) - Pentium (or equivalent) processor, 3.5" Floppy Disk Drive, Standard Keyboard/Mouse, a 56 kilobytes/second (56K) modem - (Digital Subscriber Line [DSL] or cable modem is recommended), 15" Monitor, Printer, and Secure ID (provided by Los Angeles County Internal Services Department). Software = Operation System - Windows 2000/98/95, Netscape Communicator or Internet Explorer 4.0 (preferred) or higher.

Proposers should state their commitment to work cooperatively with ADPA's Office of Research and Evaluation, the Los Angeles County Evaluation System, and any contracted program evaluator, if applicable.

Proposers must state their commitment to participate in the Treatment Court Probation exchange web based system. This participation will include, but not be limited to, training, data collection, and reporting. Training shall consist of, but not be limited to, off-site workshops, instruction manual, and other telephonic technical assistance.

Proposers must describe the appropriateness of their evaluation design as it relates to the specific target population's culture, gender, sexual orientation, and other factors.

(6) **Project Work Plan**

Proposer's shall include in Section E, a **Project Work Plan (see Attachment C)**, for each fiscal year of the forty-one (41) month project period. This attachment is intended to clearly identify the goals, objectives, project activities, and activity time lines necessary to support this project. All program goals and objectives listed on the Project Work Plan should be clear, concise, and measurable. The Project Work Plan must reflect a project start up within thirty (30) days of the agreement award.

Proposers may add additional pages in order to complete their Project Work Plan (see **Section XII**, Exhibit VI, Instruction for preparing the Project Work Plan).

(7) Supplemental Treatment Services

Proposer's shall include in Section E, "**Supplemental Treatment Services,**" and shall describe plans for establishing and maintaining linkages with other community based service systems to ensure that the Supplemental Treatment Services as described in Proposition 36 and the objectives, activities, and outcomes (as specified in section 5.e, Program Design, above) can be successfully attained through the contract period. At minimum, Proposer must demonstrate linkages with the Department of Mental Health and the Department of Public Social Services. Include Letters of Agreement with agencies to provide supplemental treatment services as attachments.

c. Proposed Budget (20% of total points possible)

Proposer's shall include in Section E, the **Proposed Budget (see Attachment D)**, which collectively represents all costs associated with this project. Proposers must also provide a separate narrative justifying each expense item identified on each budget, including specific costs associated with providing services for any of the priority populations. Separate sets of budget forms and budget narratives for each full or partial fiscal year of the forty-one month project period shall be submitted for each program modality (i.e., outpatient counseling and/or residential treatment). Budget should clearly reflect the projected costs for outpatient and residential services. **Section XII, Exhibit VII ", Instructions for Preparing Budget and Narrative Forms**, has been provided to assist in completing these forms. Include the agency's sliding scale schedule and a narrative justifying the fees as an attachment. (Note: Drug testing costs will be partially offset for all Proposition 36 treatment providers through a separate contract agreement with one organization. This organization will be responsible for collecting, analyzing, and reporting results to the treatment providers and courts within a specified time frame).

Proposer must provide the program cost per participant. This figure should be included for both outpatient and/or residential program services.

To be deemed acceptable, the requested funding amount on the budget documents cannot exceed the available funding amount (as specified in RFP **Section VI, Paragraph D, Funding**). Proposals which exceed this amount will be disqualified from further consideration.

The County reserves the right to disqualify any Proposer that fails any of the items numbered 9 through 18 below. The determination to disqualify any such Proposer shall be at the sole discretion of the Director.

6. Form of Business Organization and Financial Information

Section F of Proposer's proposal shall be entitled "Form of Business Organization and Financial Information", and shall include relevant information regarding proposer's form of business organization and financial strength and stability.

a. Form of Business Organization

A description of the form of proposer's business organization (i.e., for profit or non-profit; sole proprietorship, partnership, or corporation).

If proposer is incorporated, proposer shall attached the following documents:

1. Articles of Incorporation (from the California Secretary of State and any subsequent Amendments to the Articles of Incorporation for a formal name change, and Bylaws.
2. A detailed statement indicating whether proposer is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).
3. Board minutes identifying who is authorized on behalf of the proposer to conduct business, make commitments, and enter into binding agreements with the County.

Proposers must identify and include documentation on the type of non-profit status their organization has been designated, such as "501 (c)", or tax status.

NOTE: If applicable, please provide any fictitious business or Doing Business As ("DBA"s) names.

b. Licensure/Litigation Problems

Each Proposer shall submit:

- c. **A SIGNED AND DATED DECLARATION** that proposer, whether a sole proprietorship, partnership, or corporation has

not had, within the five (5) years prior to the proposal submission deadline, any State or County or City license, or any other permit, license, or certificate required for the operation of services, revoked, suspended, or denied. If proposer is unable to provide such declaration, he/she shall set forth all facts and circumstances surrounding such revocation, suspension, or denial.

- C A **SIGNED AND DATED DECLARATION** that proposer, whether a sole proprietorship, partnership, or corporation has not had, within the five (5) years prior to the proposal submission deadline, any: (1) current civil claims/prior judgements, including civil damages; and (2) current criminal complaints/prior convictions, including criminal fines, forfeitures, penalties, and pleas of nolo contendere. (Convictions of minor traffic offenses shall not be considered or included under this disclosure requirement.) If proposer is unable to provide such declaration, he/she shall set forth all facts and circumstances surrounding such current civil claims/prior judgments or such current criminal complaints/prior convictions.

c. Financial Status

Past Financial Status: Include the organization's financial statements audited by an independent Certified Public Accountant or public accountant for Fiscal Year 1999-2000, which is clearly titled: Fiscal Year 1999-2000 financial statement. Proposer shall also indicate under the fiscal year title the period of time that a full fiscal year (e.g., January through December, July through June, etc.) equals.

Current Financial Status: Include the following items regarding the organization's current fiscal year (i.e., Fiscal Year 2002-2003) financial condition:

1. Balance sheet.
2. Profit and Loss.
3. Statement of Cash Flows during last three (3) years.

Current and past financial information together should indicate that the provider can carry all operating costs associated with the program for a minimum period of sixty (60) days.

[pass or fail only]

7. Statement of Work

Section G of Proposer's proposal shall be entitled "Statement of Work",

and shall include a general explanation for each of the primary work responsibilities (**Section VII, Statement of Work**) listed, that describes how proposer will perform and provide each such work responsibility. When possible such individual work responsibilities to be provided should be related, or described, in terms of the overall services provided by proposer. [pass or fail only]

8. Facility Business Licenses and Certification

Section H of Proposer's proposal shall be entitled "Facility Business Licenses and Certification", and shall include photocopies of proposer's current license(s) and certification(s). The proposal must contain documentation that residential services will be delivered in a facility that will be licensed by SDADP. Include verification of licensure and/or certification as attachments.

[pass or fail only]

9. Compliance with Applicable Law

Section I of Proposer's proposal shall be entitled "Compliance With Applicable Law", and shall consist of a **SIGNED AND DATED STATEMENT AFFIRMING** that during the contract term, the proposer will comply with all applicable State, County, City, and other local laws, regulations, ordinances, directives, and other provisions as described in **Section VIII., Paragraph I**, above.

{pass or fail only}

10. Acceptance of Terms and Conditions

Section J of Proposer's proposal shall be entitled "Acceptance of Terms and Conditions", and shall consist of a **SIGNED AND DATED STATEMENT AFFIRMING** the proposer's acceptance of the terms and conditions specified in this RFP and any addenda.

[pass or fail only]

11. Evidence of Insurance Coverage

Section K of Proposer's proposal shall be entitled "Evidence of Insurance Coverage", and shall consist of evidence of insurance coverage (in the form of a certificate of insurance, or a letter of commitment from an insurance company), that insurance coverage for all of the insurance programs and at the minimum levels described in **Exhibit "I", Sample Agreement, Paragraph 9., Insurance Coverage Requirements**, currently exists or will be available at the time of award of the contract.

[pass or fail only]

12. Avoidance of Conflict of Interest Certification

Section L of Proposer's proposal shall be entitled "Avoidance of Conflict of Interest Certification", and shall consist of the completed, signed, and dated "Avoidance of Conflict of Interest Certification" form (see **Attachment H**).

In accordance with Section 2.180.010 of the County Code, the Proposer certifies that its submission of the attached proposal is in compliance with the provisions of the County Code and RFP Sample Agreement.

[pass or fail only]

13. Proposer's Equal Employment Opportunity (EEO) Certification

Section M of Proposer's proposal shall be entitled "Proposer's Equal Employment Opportunity (EEO) Certification", and shall consist of the completed, signed, and dated "Proposer's Equal Employment Opportunity (EEO) Certification" form (see **Attachment I**).

In accordance with Section 4.32.010 of the County Code, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

[pass or fail only]

14. Business Enterprise Information Form

Section N of Proposer's proposal shall be entitled "Business Enterprise Information Form", and shall consist of the completed, signed, and dated "Business Enterprise Information Form" (see **Attachment J**).

The information requested on this form is for County statistical purposes only. On final evaluation and consideration of contract award, the contractor will be selected without regard to gender, race, creed, or color.

[pass or fail only]

15. Accessibility and Nondiscriminatory Requirements for Persons with Disabilities

Section O of Proposer's proposal shall be entitled "Accessibility and Nondiscriminatory Requirements for Persons with Disabilities", and shall include a signed and dated statement asserting that Proposer's office site or location (including sites or locations from each agency providing services) is in full compliance with Section 504 of the *Federal Rehabilitation Act of 1973* (not attached), and the *Federal Americans with Disabilities Act of 1990* (not attached) and other applicable laws.

The County reserves the right to conduct a site visit to determine whether the office site or location is in compliance with the above requirements. Sites that are found to be inaccessible or discriminatory will be disqualified from further review. The determination to disqualify a proposal shall be at the discretion of the Director.

[pass or fail only]

16. Jury Service Program

Section P of Proposer's proposal shall be entitled "Jury Service Program", and shall consist of the completed, signed, and dated "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form (see Section XIII, Attachment K). The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). The Jury Service applies to both contractors and their subcontractors. Proposers must include as an attachment to their proposal.

[pass or fail only]

17. Additional Data

Section Q of Proposer's proposal shall be entitled "Additional Data", and shall include any other data the proposer deems essential to the evaluation of the proposal. This has specific reference to the following types of data:

- a. Standard sales brochures, promotional, and pictorial material.
- b. Generalized narrative of a non-specific nature.
- c. Letters of references or specific endorsements.
- d. Any financial, legal, or other problem that may affect the proposer's performance of the services described in the proposal, or create any possible conflict of interest with the endeavor.

If there is no additional data, this section shall consist of the signed and dated statement, "We wish to present no additional data."

18. Required Forms

Section R of Proposer's proposal shall be entitled "Required Forms", and shall consist of the completed, signed, and dated by an authorized representative of the proposing entity, copies of the following forms:

Attachment A	Letter of Intent to Apply
Attachment B	Proposal Face Sheet
Attachment C	Project Work Plan
Attachment D	Proposed Summary Budget
Attachment E	Principal Owner Information (POI) Form

Attachment F	Child Support Compliance Program Certification
Attachment G	Federally Funded Health Care Program Affidavit
Attachment H	Avoidance of Conflict of Interest Certification
Attachment I	Proposer's Equal Employment Opportunity (EEO) Certification
Attachment J	Business Enterprise Information Form
Attachment K	Jury Services Program

C. Proposal Checklist and Required Forms

- Section A - Cover Letter
- Section B - Table of Contents
- Section C - Proposal Face Sheet
- Section D - Minimum Requirements to Participate
- Section E - Proposer's Capabilities
- Section F - Form of Business Organization and Financial Information
- Section G - Statement of Work
- Section H - Facility Business Licenses and Certification
- Section I - Compliance With Applicable Law
- Section J - Acceptance of Terms and Conditions
- Section K - Evidence of Insurance Coverage
- Section L - Avoidance of Conflict of Interest Certification
- Section M - Proposer's Equal Employment Opportunity (EEO) Certification
- Section N - Business Enterprise
- Section O - Accessibility and Nondiscrimination Requirement for Persons with Disabilities
- Section P - Jury Service Program
- Section Q - Additional Data
- Section R - Required Forms
 - Attachment A - Letter of Intent to Apply
 - Attachment B - Proposal Face Sheet
 - Attachment C - Project Work Plan
 - Attachment D - Proposed Summary Budget
 - Attachment E - Principal Owner Information (POI) Form (**Copy in proposal - original to CSSD**)
 - Attachment F - Child Support Compliance Program Certification (**Original in proposal - copy to CSSD**)
 - Attachment G - Federally Funded Health Care Program Affidavit
 - Attachment H - Avoidance of Conflict of Interest Certification
 - Attachment I - Proposer's Equal Employment Opportunity (EEO) Certification
 - Attachment J - Business Enterprise Information Form
 - Attachment K - County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form

Please note that Attachment Forms "A" through "J" may be either photocopied directly from the RFP, or obtained when a copy of this RFP document is downloaded from the County's DHS Web Site as described under **Section V, Special Notices, Paragraph A, RFP Copies Available for Pickup and Los Angeles County Online DHS ADPA Web Sites and Internet Instructions**. Proposer shall agree that other than to type or write in the necessary information as requested under this RFP, forms provided by DHS through the Internet will not be intentionally modified, or changed in any manner.

X. SELECTION CRITERIA AND EVALUATION PROCESS

A. Selection Criteria

An Evaluation Committee selected by the Director or his authorized designee will be responsible for evaluating all proposal responses that are submitted in a timely manner.

Proposals will be scored according to the specific criteria listed in this RFP, and evaluated based upon the points assigned to each category, as identified within the INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS Section of this RFP. The rating point percentages assigned to each category (Agency Capabilities - 40%, Program Design - 40%, and Proposed Budget - 20%) indicate the weight assigned to each category, in relation to the total score possible.

Because the County's ADPA through this RFP seeks to fill gaps in services, a preference will be given to proposers programs target the following priority populations: dually diagnosed (co-occurring mental illness and substance abuse); monolingual Spanish Speaking participants; monolingual non-English/non-Spanish speaking participants; women with school age children; women; and homeless persons. These populations are not listed in any order of priority.

Final selection of any successful Proposers for recommendation to the County Board of Supervisors will be made at the sole discretion of the Director after receiving the recommendations of the Evaluation Committee. Award of any resultant contract(s) will be made by, and at the sole discretion of, the Board of Supervisors. There will be no contract(s) between the County and any selected Proposer(s) until execution of a contract document(s) by the Board of Supervisors.

B. Evaluation Process

The proposal evaluation process shall consist of the Administrative "Pass/Fail" Evaluation and the Proposal Scored Evaluation. The Director or his authorized designee may determine in his/her sole discretion that an

interview and/or site visit is necessary with proposers receiving the highest proposal rating scores by the Evaluation Committee.

1. Administrative “Pass/Fail” Evaluation

An initial “pass/fail” evaluation will be made of proposals to determine compliance with the general guidelines and requirements of this RFP. Failure in any one of the “pass/fail” criteria may be cause for the automatic disqualification of the entire proposal from further review. The determination to disqualify a proposal shall be in the sole discretion of Director if it is determined to be in the County’s best interest. Proposals that successfully “pass” for Administrative Evaluation will be evaluated on their overall technical merit by a proposal Evaluation Committee.

2. Proposal Scored Evaluation

The Evaluation Committee will score all proposals according to the criteria described within the INSTRUCTIONS TO PROPOSERS SUBMITTING PROPOSALS Section of this RFP. Proposals that are incomplete or do not pass the Administrative “Pass/Fail” Evaluation may not be fully reviewed or scored by the Evaluation Committee.

The Evaluation Committee shall be selected by the Director or his authorized designee and shall consist of individuals who are knowledgeable of alcohol and drug outpatient and residential treatment program services. The Evaluation Committee may also include other individuals deemed capable and appropriate for the selection of potential contractors. The Evaluation Committee shall not include potential contractors or persons affiliated with potential contractors responding to this RFP. These Evaluation Committee members are *prohibited* from discussing their reviews until a Proposer has been awarded an agreement by the County Board of Supervisors.

Note: To ensure that nothing in proposer's proposal is overlooked and that proposer's proposal gets complete review and point credit for each evaluation area, it is imperative that the proposer's responses be organized and placed in the appropriate proposal response section, with cross references to other sections, if appropriate.

3. Interview/Site Visit

The Director or his authorized designee may determine in his/her sole discretion that an interview and/or site visit is necessary with proposers receiving the highest proposal rating scores by the Evaluation Committee.

Proposers may be required to participate in an interview and/or site visit by the Evaluation Committee to verify information and to further determine, upon such site visit, the proposer's ability to implement and provide services as claimed in the proposer's written proposal.

4. Contract Negotiations

After the proposals have been evaluated and ranked by the Evaluation Committee, and the results of the evaluation are accepted by the Director, Director's designated representatives will commence discussion with the highest ranked Proposer(s) to negotiate a contract.

In the event negotiations with the highest ranked Proposer(s) do not result in a contract for recommendation to the County's Board of Supervisors, then the Director may, at his/her discretion, reject this proposal and commence negotiations with the next highest ranked Proposer(s).

XI. SUBMISSION OF PROPOSAL

Proposers shall submit an ORIGINAL COPY plus twelve (12) copies for a total of thirteen (13) copies.

The ORIGINAL COPY shall be clearly identified as the ORIGINAL COPY and to the extent possible, shall contain original documents and completed forms, letters, affirmations, statements, declarations, etc., with original signatures.

Note: Documents with facsimile signatures are discouraged and will be accepted solely at the discretion of the Director, if it is in the County's best interest. In any event, DHS will require original signatures on all agreement documents filed with the County Board of Supervisors for final approval.

Each of the thirteen (13) sets of proposals shall be clearly labeled with the RFP title, "COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES - REQUEST FOR PROPOSALS FOR ALCOHOL AND DRUG PROPOSITION 36 PROGRAM SERVICES" and the name of the Proposer's organization on the front exterior cover.

All twelve (12) proposal copies, with the ORIGINAL COPY readily accessible, shall be placed in plain sturdy cardboard boxes of uniform size which are sealed and can be easily stacked, handled, and lifted. All boxes shall be clearly labeled with the RFP proposal title and organization's name.

PLEASE IDENTIFY THE BOX WHICH CONTAINS THE ORIGINAL COPY. IT

IS STRONGLY RECOMMENDED THAT ALL PROPOSAL BOXES BE HAND DELIVERED BY PROPOSER'S STAFF OR BY A COURIER SERVICE. ALL PROPOSAL BOXES ARE TO BE DELIVERED TO THE FOLLOWING ADDRESS:

County of Los Angeles
Department of Health Services
Alcohol and Drug Program Administration
Planning Division - Program Development Section
1000 South Fremont Avenue
Building A-9 East, 3rd Floor, South Wing Reception Area
Alhambra, California 91803

**ALL PROPOSALS MUST BE RECEIVED BY THE FOLLOWING DEADLINE:
3:00 p.m. - Monday, November 4, 2002**

ANY PROPOSAL RECEIVED BY THE DEPARTMENT OF HEALTH SERVICES AFTER THIS DEADLINE WILL NOT BE CONSIDERED FOR EVALUATION, UNLESS THE DIRECTOR DETERMINES ACCEPTANCE AND CONSIDERATION OF THE PROPOSAL IS IN THE COUNTY'S BEST INTEREST.

RFPCD2119.fnl

RW

SECTION XII

EXHIBIT I

SAMPLE AGREEMENT *

FOR

ALCOHOL AND DRUG SERVICES AGREEMENT

(Non-Residential and Residential Treatment Services)

- * The provisions of this document are typically found in County health services contracts. However, not all of these provisions will necessarily be incorporated in the final contract form(s) executed as a result of this Request-For-Proposal process, and other contract provisions may be included in that final instrument.

Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT
(Proposition 36)

THIS AGREEMENT is made and entered into this _____ day of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter "County"),
and _____(hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by Division 10.5 of the Health and Safety Code commencing with Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.; Title 9 of the California Code of Regulations ("CCR"), Division 4; Government Code Section 26227; and, to the extent this Agreement is funded by Federal Block Grant funds, also by Health and Safety Code Sections 11754 and 11775, and by Government Code Section 53703; and

WHEREAS, to the extent this Agreement is funded by the Substance Abuse Treatment Trust Fund, also by Division 10.8 of the Health and Safety Code Sections 11999.4 through 11999.13; Title 9 of the California Code of Regulations ("CCR"), Sections 9530, 9532, 9533, 9535, 9540, and 9545; and

WHEREAS, to the extent this Agreement is funded by General Relief ("GR") funds, also by Welfare and Institutions Code Sections 17000 and 17001.5; and

WHEREAS, to the extent this Agreement is funded by Statham funds, also by Penal Code Section 1463.16; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this Agreement, refer to County's Alcohol and Drug Program Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, the term "Proposition 36", as used in this Agreement, refers to the Substance Abuse and Crime Prevention Act of 2000; and

WHEREAS, the terms "alcohol services" and "drug abuse services" have been combined under this Agreement and are now collectively referred to as "alcohol and drug services"; and

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) ____, ____, and ____, and the term "Schedules" refers to Schedule(s) ____, ____, and ____, (and when applied, the term "Budgets" refers to Budget[s] ____, ____, and ____), inclusively, unless otherwise noted; and

WHEREAS, the term "Director", as used in this Agreement, refers to County's Director of The Department of Health Services or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective upon the date of its approval by County's Board of Supervisors and shall continue in full force and effect to and including June 30, 2006.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice

to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed, except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Health Services ("DHS"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Provider or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Provider. The County shall first deduct any unpaid balance from any final settlement amounts which may be due the Provider to enable the County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to

enable County to fully recoup and entire balance, Provider agrees to remit by cashiers check and remaining unpaid balance to the County within 10 days of final settlement.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit A -Alcohol and Drug Nonresidential Services
(Proposition 36)
- (2) Exhibit B - Alcohol and Drug Residential
- (3) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH
SERVICES - ALCOHOL AND DRUG PROGRAM
ADMINISTRATION - ALCOHOL AND DRUG SERVICES
AGREEMENT - July 1, 2002
- (4) County of Los Angeles, Department of Health Services, Alcohol and
Drug Program Administration, Proposition 36, Substance Abuse and
Crime Act of 2001, Service Provider Manual, Version 1.0, June 2001.

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (4) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the

term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period "Effective Date" through June 30, 2003, the maximum obligation of County for all services provided under this Agreement is _____ Dollars (\$____). This sum represents the total maximum obligation of County as shown in the Exhibit(s) __, attached hereto.

B. During the period July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided under this Agreement is _____ Dollars (\$____). This sum represents the total maximum obligation of County as shown in the Exhibit(s) __, attached hereto.

C. During the period July 1, 2004 through June 30, 2005, the maximum obligation of County for all services provided under this Agreement is _____ Dollars (\$____). This sum represents the total maximum obligation of County as shown in the Exhibit(s) __, attached hereto.

D. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided under this Agreement is _____ Dollars (\$____). This sum represents the total maximum obligation of County as shown in the Exhibit(s) __, attached hereto.

E. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment

or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of

insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to

commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such

failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California

or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.
- (2) A description of the services to be provided under the subcontract.
- (3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(S) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code, Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction) [Sections 11215, et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Sections 1000, et seq.]; Drug Abuse Prevention Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Sections 1101, et seq.) and Federal regulations pertaining thereto; regulations of the Food and Drug Administration ("FDA"), including Title 21 CFR Section 291.505, and the Drug Enforcement Administration ("DEA"); as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of

Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its Additional Provisions, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its Additional Provisions, shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement, together with the Additional Provisions, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at _____. Contractor's primary business telephone number is (____)____ and facsimile/FAX number is (____)____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or

facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

06/20/2002
ADCD2127.RB
ADCD1451.RW 11/03/2001

OUTPATIENT COUNSELING EXHIBIT

EXHIBIT __

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES
(Proposition 36)

1. DEFINITION: Alcohol and Drug Nonresidential Services (or "nonresidential alcohol and drug services") are those alcohol and drug treatment and recovery services which are provided in a drug-free, non-drinking environment, that are directed towards alleviating and/or preventing alcohol and drug problems among individuals, or participants, which does not require residency at a provider's facility as part of the treatment and recovery process. Services include crisis intervention, counseling, and client referral services. Participants may be referred for medical detoxification services, residential and recovery house services, methadone treatment program services, psychiatric services, or other treatment services deemed appropriate by Contractor (and approved by Director).

Based upon the continuing treatment needs of a participant, duration of any participant's treatment shall not exceed twelve (12) months without the prior written approval of the Director.

2. PERSONS TO BE SERVED: Persons to be provided nonresidential alcohol and drug services are individuals, or participants, residing in Los Angeles County, who are deemed to be eligible for services and referral by a community assessment and service center. Nonresidential alcohol and drug services shall be made available to men and women of all ages, and to all ethnic and special population groups as identified in County's Alcohol and Drug Master Plan.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where nonresidential alcohol and drug services are to be

provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at _____. Contractor's facility telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

Facility 2 is located at _____. Contractor's facility telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

Contractor shall obtain prior written approval from Director at least thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION:

A. During the period of _____ through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2003 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

C. During the period of July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

D. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug nonresidential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, and applicable employee positions/service hours, as set forth in the Schedule(s), referred to above and attached hereto.

For the period of _____, 2003 through June 30, 2003, County agrees to compensate Contractor for services provided to participants under this Agreement, for actual reimbursable costs as set forth in the Schedule(s) and Budget(s) referred to above, and attached hereto, as such costs are reflected in Contractor's billing statement.

For the period of July 1, 2003 through June 30, 2006, County agrees to compensate Contractor for services provided to participants under this Agreement, at the: 1) fee-for-service rate for each service hour or portion thereof, or 2) daily rate (fee-for-service rate per individual unit, and fee-for-service rate per client attending a group unit), as set forth in the Schedule(s) referred to above, and attached hereto.

For the purposes of this Agreement, the definition of "service hour" is an hour worked by designated Contractor staff providing direct treatment services. The definition of "services" for the purpose of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include any time spent on the preparation for such service activities. Contractor agrees that only services (i.e., service hours) performed by designated staff position titles shall be reimbursable under this Agreement. A listing of such designated staff position titles shall be provided to the ADPA ten (10) days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) referred to above, and attached hereto. Contractor shall maintain daily time records of those staff persons performing under such designated staff position titles, and providing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of service hours being claimed for reimbursement. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES: Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this

Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documenting and assessing program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Patient Reporting System for both intake and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation and Outcome Reporting Program, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing

rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; participant identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and participant; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

8. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide the following specific services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. The specific services to be provided by Contractor hereunder are as follows:

A. Conduct intake and client assessment/evaluation, including documentation of admission requirements, and medical and psychosocial histories.

B. Provide crisis intervention involving person-to-person contact between a qualified staff person and an identified client in crisis, to alleviate problems which present an imminent threat to the health of the client.

C. Provide individual, group, family, and collateral counseling in accordance with the client's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

D. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse.

E. Refer client for any services deemed appropriate for contributing to client's rehabilitation. Such services shall not be charged to County, nor be reimbursable to Contractor, hereunder.

F. Provide, as needed, for the referral of clients to appropriate residential detoxification and residential drug free programs, satellite housing and to social services and mental health programs for other services.

G. Contractor shall follow up with former clients in accordance with Contractor's written policies and procedures which shall be approved by Director prior to commencement of this Agreement.

H. Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

I. Provide peer support discussion groups.

J. Contractor shall provide additional specific services, in accordance with the Treatment Program Procedures for Proposition 36 participants, as outlined in Attachment I, attached hereto and incorporated herein by reference.

9. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of full time equivalent ("FTE") positions budgeted to the program hereunder is ____.

B. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is ____.

C. Contractor shall provide a minimum of 1,601 actual service hours for each dedicated FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of ____ service hours during the Agreement term (Item B x Item C).

10. SERVICE GOALS AND OBJECTIVES: In the interest of evaluating the services provided hereunder, Contractor's performance will be measured by ADPA to determine the extent to which the service goals and objectives listed below have been met. Quantified goals and objectives are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goals and objectives. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

A. The alcohol and drug nonresidential services program shall provide ____ individual units.

B. The alcohol and drug nonresidential services program shall provide ____ group units.

C. Participants shall receive a minimum of two (2) units of service per week.

For purposes of this Agreement, the definition of an "individual unit" is a fifty (50) minute face-to-face visit; and a "group unit" is a ninety (90) minute session for a minimum of four (4) to a maximum of ten (10) individuals to receive services.

11. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant

Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's automated LACPRS database. In order to access the Treatment Courts and Probation exchange (TCPX) web-based system for Proposition 36, Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

06/21/2002
ADCD2129.RB
ADCD1455.RW11/30/2001

(COST)

SCHEDULE __ (1 of 2)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES
(Proposition 36)

	Period of (__/__/03- <u>06/30/03</u>)
1. Maximum Allocation	\$_____
2. Projected Revenues	\$_____
3. Projected Total Gross Program Cost (Item 1 plus Item 2)	\$_____
4. Maximum Monthly Amount/Allocation (Item 1 divided by the number of months in applicable period)	\$_____

06/21/2002
ADCD2129.RB
ADCD1455.RW11/03/2001

(COST)

BUDGET _

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES
(_____, 2003 through June 30, 2003)
(Proposition 36)

<u>ITEM</u>	<u>AMOUNT</u>
Salaries	\$_____
Facility Rent/Lease	_____
Equipment Leases	_____
Services and Supplies	_____
Administrative Overhead	=====
Gross Budget*	\$

- * Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval, and not more than twenty-five (25%) of the gross budget with prior written approval from Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in the maximum obligation during the non-provisional period of this Agreement.

06/21/2002
ADCD2129.RB
ADCD1455.RW11/03/2001

SCHEDULE __ (2 of 2)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES
(Proposition 36)

	Period of (07/01/03- 06/30/04)	Period of (07/01/04- 06/30/05)	Period of (07/01/05- 06/30/06)
1. Units of Service (Service Hour).....	_____	_____	_____
2. Maximum Allocation.....	\$_____	\$_____	\$_____
3. Projected Revenue.....	\$_____	\$_____	\$_____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$_____	\$_____	\$_____
5. Projected Gross Program Cost per Service Hour..... (Item 4 divided by Item 1)	\$_____	\$_____	\$_____
6. Fee-for-Service Rate per Service Hour.. (Item 2 divided by Item 1)	\$_____	\$_____	\$_____
7. Maximum Monthly Amount/Allocation..... (Item 2 divided by the number of months in applicable period)	\$_____	\$_____	\$_____

Contractor's employee position(s) eligible to perform Service Hours hereunder:

06/21/2002
ADCD2129.RB
ADCD1455.RW11/03/2001

SCHEDULE __ (2 of 2)

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES
(Proposition 36)

	Period of (07/01/03- <u>06/30/04</u>)	Period of (07/01/04- <u>06/30/05</u>)	Period of (07/01/05- <u>06/30/06</u>)
1. Units of Service:			
A. Individual Units.....	_____	_____	_____
B. Group Units.....	_____	_____	_____
2. Maximum Allocation.....	\$_____	\$_____	\$_____
3. Projected Revenue.....	\$_____	\$_____	\$_____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$_____	\$_____	\$_____
5. Fee-for-Service Rate:			
A. Per Individual Unit.....	\$_____	\$_____	\$_____
B. Per Client in a Group Unit.....	\$_____	\$_____	\$_____
6. Maximum Monthly Amount/Allocation..... (Item 2 divided by the number of months in applicable period)	\$_____	\$_____	\$_____

06/21/2003

ADCD2129.RB

ADCD1455.RW11/03/2001

(Name of Agency)

(Contract No. _____; Exhibit __)

STATEMENT OF WORK

ALCOHOL AND DRUG NONRESIDENTIAL SERVICES
(Proposition 36)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by Director.

06/21/2002
ADCD2129
ADCD1455.RW11/03/2001

(FFS)

Attachment I

TREATMENT PROGRAM PROCEDURES

The contracted Community Assessment Service Centers ("CASCs") will conduct individual assessments for eligible Proposition 36 participants. The Addiction Severity Index, a nationally recognized substance abuse assessment instrument, will be used by all CASCs and treatment providers to initially assess participants and to monitor participant treatment outcomes. The CASCs will make referrals to community-based treatment providers which will allow the participant to access the level of treatment services and other needed human services commensurate with the severity of the conditions.

Treatment services will consist of a three-level system increasing in duration and intensity depending on the assessed severity of the participant. Minimum duration is three (3) months for the lowest level of severity, six (6) months for mid-level severity and nine (9) months for the most severe level. All levels of treatment shall include drug testing.

1. Level I - Minimum participation in treatment is three (3) months: Proposition 36 participants requiring a low level of outpatient treatment shall receive services which, at a minimum shall include:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Individual, family and/or group counseling sessions, including alcohol and other drug education;
- D. Participation in self-help meetings;
- E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
- F. Referral to alcohol and drug free living facilities, as appropriate;
- G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;
- H. Random, observed drug testing;
- I. Thirty (30) day initial treatment plan to Probation/Court; and
- J. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the submission of an initial treatment plan within the first thirty [30] days), and the participant's progress shall be re-assessed at the completion of 3 months. Based on the assessment of the treatment provider and in collaboration with Probation and the

Court, the services within this level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

2. Level II - Minimum duration in treatment services is six (6) months: Participants may require one or more of the following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a non-residential facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts.

Services shall include:

- (1) Replacement narcotic therapy;
- (2) Evaluation of medical, employment, alcohol, criminal and psychological problems;
- (3) Screening for diseases that are disproportionately represented in the opiate abusing population;
- (4) Monitoring for illicit drug use;
- (5) Counseling by addiction counselors that are evaluated through ongoing supervision; and

(6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Daycare Habilitative Treatment Services - A planned program of services in a social setting structure to maximize recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than 24-hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twenty-four (24) hour live-in program with structured treatment and recovery services.

All participants in Level II shall receive the following services:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Participation in self-help meetings;
- D. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
- E. Referral to alcohol and drug free living facilities, as appropriate;
- F. Provision of, or referral and follow-up for, supplemental treatment services including literacy training,

vocational counseling, mental health services, and health services;

G. Random, observed drug testing;

H. Thirty (30) day initial treatment plan to Probation/Court; and

I. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the submission of an initial treatment plan within the first thirty [30] days), and the participant's progress shall be re-assessed at three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the Court, the services within this level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

3. Level III - Minimum duration in treatment services is nine (9) months: Participants may require one (1) or more of the following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a non-residential facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts.

Services shall include:

- (1) Replacement narcotic therapy;
- (2) Evaluation of medical, employment, alcohol, criminal and psychological problems;
- (3) Screening for diseases that are disproportionately represented in the opiate abusing population;
- (4) Monitoring for illicit drug use;
- (5) Counseling by addiction counselors that are evaluated through ongoing supervision; and
- (6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Daycare Habilitative Treatment Services - A planned program of services in a social setting structure to maximize recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than twenty-four (24) hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twenty-four (24) hour live-in program with structured treatment and recovery services.

All participants in Level III shall receive the following services:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Admission into a detoxification program, as appropriate;
- D. Participation in self-help meetings;
- E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
- F. Referral to alcohol and drug free living facilities, as appropriate;
- G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;
- H. Random, observed drug testing;
- I. Thirty (30) day initial treatment plan to Probation/Court; and
- J. Monthly Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every 30 days (including the submission of an initial treatment plan within the first thirty [30] days), and the participant's progress shall be re-assessed at three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the Court, the services within this level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

4. Aftercare Services: All Proposition 36 participants, regardless of level, shall participate in 6 months of Aftercare or continuing care. Aftercare can occur in a variety of settings, such as periodic outpatient meetings, relapse/recovery groups, self-help groups, and half-way houses. Services may include relapse prevention, alumni activities and mentorship programs.

5. Changes of Level of Services: Depending upon each individual's progress, or lack thereof, changes in the level of treatment may be needed. Each treatment provider is responsible for providing timely reports to Probation and/or the Court regarding the participant's progress, and Probation is responsible for relaying this information along with a report on the participant's compliance with his/her conditions of probation to the Court. Reports from the provider shall be

transmitted electronically. Positive drug test or non-compliance with treatment plans shall be reported within forty-eight (48) hours. Services shall be modified to meet the individual needs of the participant. Recommendations for increased or decreased levels of treatment or the participant's amenability to treatment, shall be made jointly by the Deputy Probation Officer and treatment counselor. The Courts shall be notified of a change in the level of services and/or the participant may be returned to Court for a change of level order, as appropriate.

09/27/2001
ADCD1460.RW

RESIDENTIAL SERVICES EXHIBIT

EXHIBIT __

ALCOHOL AND DRUG RESIDENTIAL SERVICES

(Proposition 36)

1. DEFINITION: Alcohol and drug residential services is a twenty-four (24) hour residential program where recovery services, and/or specialized recovery services are made available to persons who have alcohol and/or drug problems. Program participants are to be involved in no less than six (6) hours of planned treatment and recovery activities per day under the supervision of trained staff.

Specialized recovery services may include therapeutic intervention by professional staff such as Licensed Clinical Social Workers, Marriage and Family Therapists, and Doctors of Philosophy.

The alcohol and drug residential services program is an accessible resource to the community for information about alcohol and drug related issues, referrals to appropriate alcohol and drug services, and opportunities for volunteer activity.

2. PERSONS TO BE SERVED: Persons to be provided residential alcohol and drug services are individuals residing in Los Angeles County, who are deemed to be eligible for treatment services and referral by a community assessment and service

center. Unless a specific special population(s) is identified immediately below, residential services will be made available to men and women of all ages, and to all ethnic and special population groups.

Specific special population(s) to be served is(are) _____. The program will serve: __ males/ __ females. The age group(s) to be served is(are) _____.

Duration of participation as a resident by any individual shall not exceed __ days without prior written approval of the Director.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where residential alcohol and drug services are to be provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at _____. Contractor's facility telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

Facility 2 is located at _____. Contractor's facility telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

Contractor shall obtain prior written approval from Director at least thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number,

of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION:

A. During the period of _____, through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug residential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2003, through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug residential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

C. During the period of July 1, 2004, through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug residential services is _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

D. During the period of July 1, 2005, through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for alcohol and drug residential services is _____ Dollars (\$_____). Other financial

information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, as set forth in the Schedule(s), referred to above and attached hereto.

For the period of _____, 2003 through June 30, 2003, County agrees to compensate Contractor for services provided to participants under this Agreement, for actual reimbursable costs as set forth in the Schedule(s) and Budget(s) referred to above, and attached hereto, as such costs are reflected in Contractor's billing statement.

For the period of July 1, 2003 through June 30, 2006, County agrees to compensate Contractor for services provided to participants under this Agreement, at the fee-for-service rate for each resident day or portion thereof, as set forth in the Schedule(s) referred to above, and attached hereto.

For purposes of this Agreement, the definition of "resident day" is a twenty-four (24) hour period during which a specified licensed bed is assigned to and occupied by a registered participant.

County shall reimburse Contractor for the total days that a registered participant stays in a program, including the first day, but not the last day. If a registered participant stays in the program only a portion of one (1) day, and if sobering services are provided that person, County shall pay Contractor for one (1) resident day if said person remains in the program at least three (3) hours after being registered.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES: Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documenting and assessing program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but

are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System for both intake and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation and Outcome Reporting Program, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, alcohol and drug use, criminal (if any) and medical history; participant identification data; diagnostic studies, if appropriate; a recovery and treatment plan which includes short and long term goals generated by staff and participant;

assignment of a primary counselor; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

8. EMERGENCY MEDICAL TREATMENT: Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder. Contractor shall have a current written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to ADPA.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide a basic core of residential alcohol and drug services (in addition to the services as listed in other parts of this Agreement), which shall be in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:

A. Conduct intake and comprehensive assessment of participant's physical and emotional health; alcohol and/or drug use; vocational/educational, legal, housing, family/interpersonal, and recreational needs.

B. Provide recovery and treatment planning and an intensive residential stay, including room and meals.

C. Provide individual, group, family, and collateral counseling in accordance with the participant's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

D. Host, or refer participants to, self-help groups.

E. Provide social and recreational activities for residents (i.e., participants).

F. Provide, or arrange referral to, vocational counseling, training, and skills development.

G. Coordinate with other agencies, including criminal justice agencies involved with alcohol and drug programs.

H. Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

I. Refer participant, including homeless participant, for any service deemed appropriate for contributing to participant's rehabilitation, including residential detoxification and to social services and mental health programs. Such services shall not be a charge to County nor reimbursable to Contractor hereunder.

J. Assist with exit planning to ensure that participant has support in recovery, including transition to community services.

K. Notify the appropriate referral agency when any participant is considered for discharge and include an appropriate entry on exit plan for participant.

L. Conduct follow-up on former participants in accordance with Contractor's written policies and procedures which shall be approved by Director prior to commencement of this Agreement. Contractor shall attempt to contact any participant who has been a resident of Contractor's alcohol and drug residential services program for a minimum period of thirty (30) days and who has left the program for any reason. The purpose of such follow-up shall be to determine the participant's current health status and treatment needs, and to advise the participant relative thereto. All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate: 1) participant's willingness to respond to Contractor's follow-up efforts, 2) status of participant's alcohol and drug use, 3) status of his/her current employment, and 4) history of arrest subsequent to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at time of participant's admission to the alcohol and drug residential services program.

M. Conduct body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each participant's emission of the urine collected to be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

N. If specialized recovery services are provided hereunder, Contractor shall perform additional specific services as listed in the Statement of Work attached to this Exhibit.

O. Contractor shall provide additional specific services, in accordance with the Treatment Program Procedures for Proposition 36 participants, as outlined in Attachment I, attached hereto and incorporated herein by reference.

10. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of beds licensed by the State in the facility(ies) identified in this Exhibit is as follows: Facility 1: ____ Facility 2: ____.

B. The total number of beds to be used by program participants served under this Exhibit is as follows: Facility 1: ____ Facility 2: ____.

C. The total bed capacity to be used by program residents during the term of this Agreement is ____ (Item B x 365 days).

D. During the term of this Agreement, Contractor shall maintain an occupancy level of ____ percent of the total bed capacity.

E. Contractor shall provide a minimum of ____ resident day units of service during the Agreement term (Item C x Item D).

11. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's automated LACPRS database.

In order to access the Treatment Courts and Probation eXchange (TCPX) web-based system for Proposition 36, Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

06/21/2001
ADCD2130.RB
ADCD1457.RW11/03/2001

(COST)

SCHEDULE __ (1 of 2)

ALCOHOL AND DRUG RESIDENTIAL SERVICES
(Proposition 36)

Period of
(__/__/03-
06/30/03)

- | | | |
|----|---|---------|
| 1. | Maximum Allocation | \$_____ |
| 2. | Projected Revenues | \$_____ |
| 3. | Projected Total Gross Program Cost
(Item 1 plus Item 2) | \$_____ |
| 4. | Maximum Monthly Amount/Allocation
(Item 1 divided by the number of
months in applicable period) | \$_____ |
| 5. | Projected Units of Service.....
(Resident Days) | _____ |

06/21/2002
ADCD2130.RB
ADCD1457.RW11/03/2001

(COST)

BUDGET __

ALCOHOL AND DRUG RESIDENTIAL SERVICES
(_____, 2003 through June 30, 2003)
(Proposition 36)

<u>ITEM</u>	<u>AMOUNT</u>
Salaries	\$_____
Facility Rent/Lease	_____
Equipment Leases	_____
Services and Supplies	_____
Administrative Overhead	=====
Gross Budget*	\$_____

- * Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval, and not more than twenty-five (25%) of the gross budget with prior written approval from Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in the maximum obligation during the non-provisional period of this Agreement.

06/21/200
ADCD2130.RB
001 ADCD1457.RW11/03/2001

(FFS)_____

SCHEDULE __ (2 of 2)

ALCOHOL AND DRUG RESIDENTIAL SERVICES

	Period of (07/01/03- <u>06/30/04</u>)	Period of (07/01/04- <u>06/30/05</u>)	Period of (07/01/04- <u>06/30/06</u>)
1. Units of Service..... (Resident Day)	_____	_____	_____
2. Maximum Allocation.....	\$_____	\$_____	\$_____
3. Projected Revenue.....	\$_____	\$_____	\$_____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$_____	\$_____	\$_____
5. Projected Gross Program Cost per Resident Day.. (Item 4 divided by Item 1)	\$_____	\$_____	\$_____
6. Fee-For-Service Rate per Resident Day..... (Item 2 divided by Item 1)	\$_____	\$_____	\$_____
7. Maximum Monthly Amount/Allocation..... (Item 2 divided by the number of months in applicable period)	\$_____	\$_____	\$_____

06/21/2002

ADCD2130.RB ADCD1457.RW11/30/2001

_____(Name of Agency)_____

(Contract No. _____; Exhibit _

)

STATEMENT OF WORK

ALCOHOL AND DRUG RESIDENTIAL SERVICES (Proposition 36)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) days following the execution of this Agreement for approval by Director.

06/21/2002

ADCD2130.RB ADCD1457.RW11/03/2001

TREATMENT PROGRAM PROCEDURES

The contracted Community Assessment Service Centers ("CASCs") will conduct individual assessments for eligible Proposition 36 participants. The Addiction Severity Index, a nationally recognized substance abuse assessment instrument, will be used by all CASCs and treatment providers to initially assess participants and to monitor participant treatment outcomes. The CASCs will make referrals to community-based treatment providers which will allow the participant to access the level of treatment services and other needed human services commensurate with the severity of the conditions.

Treatment services will consist of a three-level system increasing in duration and intensity depending on the assessed severity of the participant. Minimum duration is three (3) months for the lowest level of severity, six (6) months for mid-level severity and nine (9) months for the most severe level. All levels of treatment shall include drug testing.

1. Level I - Minimum participation in treatment is three (3) months: Proposition 36 participants requiring a low level of outpatient treatment shall receive services which, at a minimum shall include:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;

C. Individual, family and/or group counseling sessions, including alcohol and other drug education;

D. Participation in self-help meetings;

E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);

F. Referral to alcohol and drug free living facilities, as appropriate;

G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;

H. Random, observed drug testing;

I. Thirty (30) day initial treatment plan to Probation/Court; and

J. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the submission of an initial treatment plan within the first thirty [30] days), and the participant's progress shall be re-assessed at the completion of 3 months. Based on the assessment of the treatment provider and in collaboration with Probation and the Court, the services within this level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

2. Level II - Minimum duration in treatment services is six (6) months: Participants may require one or more of the following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a non-residential facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts. Services shall include:

- (1) Replacement narcotic therapy;
- (2) Evaluation of medical, employment, alcohol, criminal and psychological problems;
- (3) Screening for diseases that are disproportionately represented in the opiate abusing population;
- (4) Monitoring for illicit drug use;
- (5) Counseling by addiction counselors that are evaluated through ongoing supervision; and
- (6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Daycare Habilitative Treatment Services - A planned program of services in a social setting structure to maximize recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than 24-hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twenty-four (24) hour live-in program with structured treatment and recovery services.

All participants in Level II shall receive the following services:

- A. Intake, orientation, and evaluation;
 - B. Development of a treatment plan;
 - C. Participation in self-help meetings;
 - D. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);
 - E. Referral to alcohol and drug free living facilities, as appropriate;
 - F. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;
 - G. Random, observed drug testing;
 - H. Thirty (30) day initial treatment plan to Probation/Court;
- and

I. Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every thirty (30) days (including the submission of an initial treatment plan within the first thirty [30] days), and the participant's progress shall be re-assessed at three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the Court, the services within this level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

3. Level III - Minimum duration in treatment services is nine (9) months: Participants may require one (1) or more of the following treatment services:

A. Outpatient Counseling Services - Alcohol and drug treatment and recovery services directed at alleviating and/or preventing alcohol and drug problems in a non-residential facility. Services shall include individual, family, and/or group counseling sessions.

B. Narcotic Treatment Program Services - Administration of an opiate replacement for opiate addicted persons with a documented history of unsuccessful treatment attempts.

Services shall include:

- (1) Replacement narcotic therapy;
- (2) Evaluation of medical, employment, alcohol, criminal and psychological problems;

- (3) Screening for diseases that are disproportionately represented in the opiate abusing population;
- (4) Monitoring for illicit drug use;
- (5) Counseling by addiction counselors that are evaluated through ongoing supervision; and
- (6) Professional medical, social work, and mental health services, on-site or by referral (through contracted interagency agreements).

C. Daycare Habilitative Treatment Services - A planned program of services in a social setting structure to maximize recovery and rehabilitation of clients. These services are more intense than outpatient counseling, but less extensive than twenty-four (24) hour residential services and shall include individual, family, and/or group counseling sessions.

D. Residential Treatment Services - Supervised twenty-four (24) hour live-in program with structured treatment and recovery services.

All participants in Level III shall receive the following services:

- A. Intake, orientation, and evaluation;
- B. Development of a treatment plan;
- C. Admission into a detoxification program, as appropriate;
- D. Participation in self-help meetings;

E. Individualized treatment as appropriate (e.g., perinatal, dual-diagnosis, special needs);

F. Referral to alcohol and drug free living facilities, as appropriate;

G. Provision of, or referral and follow-up for, supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;

H. Random, observed drug testing;

I. Thirty (30) day initial treatment plan to Probation/Court; and

J. Monthly Court appearances as ordered by the Court.

Reports on the participant's progress shall be made to the Deputy Probation Officer every 30 days (including the submission of an initial treatment plan within the first thirty [30] days), and the participant's progress shall be re-assessed at three (3) month intervals. Based on the assessment of the treatment provider and in collaboration with Probation and the Court, the services within this level may be adjusted as deemed appropriate by the designated Proposition 36 Court.

4. Aftercare Services: All Proposition 36 participants, regardless of level, shall participate in 6 months of Aftercare or continuing care. Aftercare can occur in a variety of settings, such as periodic outpatient meetings, relapse/recovery groups, self-help groups, and half-way houses. Services may include

relapse prevention, alumni activities and mentorship programs.

5. Changes of Level of Services: Depending upon each individual's progress, or lack thereof, changes in the level of treatment may be needed. Each treatment provider is responsible for providing timely reports to Probation and/or the Court regarding the participant's progress, and Probation is responsible for relaying this information along with a report on the participant's compliance with his/her conditions of probation to the Court. Reports from the provider shall be transmitted electronically. Positive drug test or non-compliance with treatment plans shall be reported within forty-eight (48) hours. Services shall be modified to meet the individual needs of the participant. Recommendations for increased or decreased levels of treatment or the participant's amenability to treatment, shall be made jointly by the Deputy Probation Officer and treatment counselor. The Courts shall be notified of a change in the level of services and/or the participant may be returned to Court for a change of level order, as appropriate.

09/27/2001
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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2002

04/10/2002

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2002

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2002

1. ADMINISTRATION: County's Director of Health Services or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

- (1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and By-Laws.
- (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive

services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill therefor.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's

officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING: Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the

development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, treatment, and support personnel. Participation of administrative, treatment, and support personnel in training/staff development should include in-service activities, such as case conferences; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis.

Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

A. Sobering, Detoxification, and Residential Services: If sobering, detoxification, or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

- (1) Employees and volunteers working directly with youth shall pass a thorough background check, including criminal background.
- (2) Employees working with youth shall have at least six (6) months prior experience in a youth program or six (6) months prior experience working with youth.
- (3) Counselors working with youth shall be certified by a recognized alcohol and other drug addiction counselor credentialing organization.
- (4) Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission and Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

5. **NONDISCRIMINATION IN SERVICES:** Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws or in any manner on the basis of the participant's sexual orientation. For the purpose of this Paragraph, discrimination in

the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division. At the time any person applies for services under

this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal American with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group

identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF

REFERRALS: Contractor agrees to give priority to individuals referred to Contractor for services by County's Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY: If participants are provided services hereunder, participant's eligibility to receive alcohol and drug services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. PARTICIPANT FEES: If Contractor provides participants with alcohol and drug services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11991.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. PAYMENT:

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, (medical) insurance, or other third party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Health Services Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other information as required by the ADPA (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the

services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto. Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, [medical] insurance, or other third party coverage), or is covered by

funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (who requires such information to generate reports that are sent to the State), within the date(s) specified, then County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this

Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, County may withhold a maximum of ten percent (10%) of any claim for payment by Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement. This ten percent (10%) withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may withhold a maximum of ten percent (10%) of any claim for payment by Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by

monitoring visits. This ten percent (10%) withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, not more than ten percent (10%) of any one month's claim may be withheld under this provision except as specified in subparagraph A.(5)a. and A.(5)b. of this PAYMENT Paragraph hereinabove. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs (1) through (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make a preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefor by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Health Services Substance Abuse Program

Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(3) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of the California Code of Regulations; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement;

and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS

Paragraph of this Agreement.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such

funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer ("CAO"). Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15.

Contractor shall retain such documentation in Los Angeles County and shall make

the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Alcohol Program - Description of Service Activities - July 1, 1993 and the Department of Health Services Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Health Services Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Health Services Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., community prevention and recovery program, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor shall agree that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of

service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Health Services Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system. and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Health Services Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements are to be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to

hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived by written notice by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent Auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Health Services - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP.

Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:
By no later than ten (10) calendar days after the reporting month for which the data is collected, the Los Angeles County Participant Reporting System (HSPA 45) form and California Alcohol and Drug Data System, Provider Summary Report (ADP 7365 [PSR]).

Failure by Contractor to submit the required monthly reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall submit to the ADPA monthly the following reports:

(1) By no later than ten (10) calendar days after the last day of the reporting month, the Perinatal Services Monthly Report.

(2) By no later than ten (10) calendar days after the last day of the month following the infant's birth month, the ADP Perinatal Services Supplemental Infant Data Form.

Failure by Contractor to submit the required monthly reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

E. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor

with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Health Services Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Health Services FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant

records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or

connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the ADPA within ten (10) calendar days following the execution of this Agreement.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles

County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County

shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary

assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

25. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug Free Work Place Act of 1990) and will provide a drug free work place, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) work place, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the work place;
- (2) The person's or organization's policy of maintaining a drug free work place;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

- (1) Be given a copy of the County's drug free policy statement; and
- (2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the agreement, or termination of the agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

- (1) Contractor has made false certification; or
- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

26. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV and AIDS for the purpose of educating and training agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of agency staff may include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

D. Make available to all participants and employees the location of HIV/AIDS counseling and testing sites and treatment centers within the County of Los Angeles.

E. Not deny services to any person solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

F. Consider priority admission for all applicants who identify as HIV/AIDS infected.

G. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

27. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to its publication, printing, duplication and implementation with this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, ADPA.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people to provide information and reader service to

non-English speaking individuals by employing qualified bilingual persons. These services shall include availability of non-English language written materials and qualified bilingual persons in public contact positions or interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

28. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants

and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

29. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

31. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

32. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

33. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence Program Participants for Employment ("GAIN") program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

34. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

35. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective Bargaining Units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County

employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its Collective Bargaining Units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

36. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services ("DHS") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other

than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

37. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this

Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

39. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other

evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

40. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include a improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of

this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

42. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this

Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE

REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

53. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined as by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require,

at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

04/10/2002

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SECTION XII

EXHIBIT II

LOS ANGELES COUNTY PROPOSITION 36 STANDARDS AND PRACTICES.
VERSION 1.0

COUNTY OF LOS ANGELES



PROPOSITION 36 SUBSTANCE ABUSE AND CRIME PREVENTION ACT OF 2000

STANDARDS & PRACTICES

Version 1.0

Alcohol and Drug Program Administration
Department of Health Services

September 19, 2002

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PRINCIPLES OF EFFECTIVE SERVICE DELIVERY

According to the principles of effective drug addiction treatment established by the National Institute on Drug Abuse (NIDA), no single treatment approach is appropriate for all individuals. Treatment services should be matched to particular problems and needs of the individual. To most appropriately serve the needs of the Proposition 36 offenders, an assessment of each offender's substance abuse/addiction history and severity serves as the basis for which to place the person in one of three levels of treatment services. The levels of admission criteria and treatment increase in terms of severity from Level I to Level III. Treatment program completion is followed by six months of continuing care (aftercare) services.

Alcohol and other drug (AOD) treatment services under the Los Angeles County Proposition 36 program will be characterized by the following basic overarching principles of effective service delivery for County residents:

Community-based - AOD treatment services will be provided by State certified and/or licensed programs with established records of effectively and efficiently providing such services in local communities.

Continuum of treatment services - AOD treatment services will be provided using a continuum that offers a full range of approaches to address the dynamic nature of an individual's recovery process. Services will be designed to offer participants flexibility to increase or decrease intensity according to the individual's treatment progress and to address changes in individual situations in an expeditious manner.

Accessible - The physical configuration and location of facilities in which AOD treatment services are provided must be accessible for all eligible participants. Facilities must be positive, supportive recovery environments and not present physical barriers to participants engaging in recovery activities. Facilities must be located at sites that participants can conveniently reach using either private or public transportation.

Culturally and linguistically appropriate - AOD treatment services must be provided using approaches that appropriately and respectfully address each participant's gender, cultural practices and values, and sexual orientation. Services must be available in English and also in other languages for participants who cannot communicate in English.

Collaborative and cooperative partnership between Courts, Probation, and AOD treatment agencies - The effectiveness of AOD treatment services for Proposition 36 program participants is critically dependent upon a strong partnership with the Court, Probation Department, and criminal justice agencies.



1.0 BACKGROUND

On November 7, 2000, California voters passed the Substance Abuse and Crime Prevention Act of 2000, also known as Proposition 36, which amended existing drug sentencing laws to require that criminal defendants convicted of certain nonviolent drug offenses be placed in drug treatment as a condition of probation, instead of incarceration. Proposition 36 also applies to State parolees who are convicted of new nonviolent drug offenses or who commit drug-related parole violations. To cover local costs for treatment programs and other necessary services, Proposition 36 appropriates statewide funding of \$120 million per year through Fiscal Year 2005-2006, with an initial Fiscal Year 2000-2001 appropriation of \$60 million for planning and implementation. All monies appropriated are placed in the Substance Abuse Treatment Trust Fund for distribution to the 58 counties.

Proposition 36 makes significant changes in the way many drug offenders are handled by both the criminal justice and treatment delivery systems. Because a coordinated and collaborative implementation strategy was needed, Los Angeles County created the Countywide Criminal Justice Coordination Committee (CCJCC) Proposition 36 Implementation Task Force, comprised of representatives from State, City and County criminal justice, health, mental health, and social services agencies, as well as community-based treatment providers and community members. The Task Force has been actively engaged in coordinating the County's efforts to design a comprehensive system of care and services, together with accountability and public safety supervision, for Proposition 36 participants. Through workgroups created by the Task Force, the County services necessary for Proposition 36 participants were identified and incorporated into the design of the system of care in the County's implementation plan, which was approved by the Task Force.

On May 15, 2001, the Los Angeles County Board of Supervisors adopted the Los Angeles County Proposition 36 Implementation Plan for the Substance Abuse and Crime Prevention Act of 2000 and, as required by the law, established a local trust fund to receive the Proposition 36 funds allocated by the State. The Board of Supervisors also designated the County of Los Angeles Department of Health Services, Alcohol and Drug Program Administration (ADPA) as the lead agency for the County's responsibilities under Proposition 36 and the CCJCC Proposition 36 Implementation Task Force as the advisory group responsible for developing the policy and procedures for the coordinated implementation among all involved County departments and the Court. A Steering Committee was established by the Task Force to continue oversight for implementation and to make recommendations to the ADPA and Board of Supervisors concerning revisions to the County Implementation Plan as needed.



2.0. LOS ANGELES COUNTY IMPLEMENTATION PLAN

2.1. KEY PROVISIONS

Proposition 36 provides for court supervised treatment and probation for most nonviolent drug offenders convicted of controlled substance possession or under-the-influence offenses, to break the cycle of drugs and crime, while still promoting public safety.

In Los Angeles County, services to Proposition 36 participants are coordinated with the Court, Probation, Parole Authority, the Board of Prison Terms, and community-based drug treatment providers to ensure appropriate and timely referrals, follow-up, and monitoring of Proposition 36 participants and information sharing among these entities.

Proposition 36 cases may be heard in any criminal court until the defendant enters a conditional plea or is convicted and opts for Proposition 36 processing. The defendant is then ordered to return to a designated Proposition 36 Monitoring Court, specifically dedicated for sentencing, progress reports, and probation violation hearings for participants. Each eligible defendant is sentenced and ordered to cooperate with the drug treatment provider and to comply with the drug treatment program. The Court orders each Proposition 36 participant to report to a County-contracted Community Assessment Service Center (CASC), located at various sites throughout the County, based on the participant's home residence. At the CASC, each participant is administered the Addiction Severity Index (ASI), a standardized and validated assessment instrument, to determine the extent and level of the participant's alcohol and other drug (AOD) problems and other life situations. Referral to a treatment provider is then made to allow the participant access to the level of treatment services and other needed human services commensurate with the severity of the individual's conditions.

A Deputy Probation Officer (DPO) is co-located at each of the CASCs to provide participants with an orientation as to the terms and conditions of probation and to coordinate the initial provision of treatment and supervision services. Following completion of the orientation process (approximately 30-60 days), supervision of the Proposition 36 participant is transferred to a Probation Area Office.

Once a Proposition 36 participant enters treatment, the treatment provider is required to forward an initial treatment plan, as well as regular progress reports, notifications of violations and other potential problems, to the Court and Probation on a timely basis. Protocols for information sharing among these entities are established to ensure appropriate and timely referrals and monitoring of each Proposition 36 participant from the time the participant enters the program through completion of treatment and the Proposition 36 probationary and/or parole supervision period.

Proposition 36 drug treatment services consist of a multi-level system increasing in duration and intensity depending upon the assessed severity of the participant's AOD problems. Minimum duration is 120 days (18 weeks) for the lowest level of severity, ranging up to 280 days (40 weeks) for the most severe level. Actual length of treatment

depends upon completion of the Treatment Plan goals and objectives and may continue for up to one year, followed by six months of continuing care (aftercare) services. Services within the levels include outpatient treatment, day care habilitative services, narcotics replacement therapy, and residential treatment. Supplemental treatment services, such as literacy training, vocational counseling, mental health services and health services, are also provided by treatment programs, directly or through referral.

Drug testing is required as a treatment tool. Until a central Proposition 36 drug testing laboratory service is established, drug treatment programs may require participants to help defray the costs for drug testing on an ability to pay basis.

Upon successful completion of drug treatment and request of the participant, the Court will schedule an appearance hearing for the participant. If there were no violations of the terms of probation, all fees and fines were paid in full, and the Court found no reasonable cause to believe that the participant would abuse controlled substances in the future, the Court may dismiss the case.

The Los Angeles County Proposition 36 program represents a collaborative effort between the Court, criminal justice and social service agencies, and treatment providers to establish a comprehensive system of treatment for eligible drug offenders that addresses both accountability and public safety. The CCJCC Proposition 36 Implementation Task Force will continue to monitor and assess County implementation and on-going operation of the Proposition 36 program and make recommendations for changes, as appropriate.

2.2. OVERSIGHT BODY – Proposition 36 Steering Committee

The membership of the Steering Committee includes representatives from Superior Court, Public Defender, District Attorney, Probation Department, Sheriff's Department, California Association of Alcohol and Drug Program Executives (CAADPE), Narcotics and Dangerous Drugs Commission, Board of Prison Terms, Chief Administrative Office, Alcohol and Drug Program Administration (ADPA), and the Treatment Court Probation Exchange (TCPX) Team.

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3.0. ELIGIBILITY STANDARDS

3.1. Drug Treatment Providers

State of California Requirements:

3.1.1. Standard: Proposition 36 drug treatment programs@shall meet one of the following criteria:

3.1.1.a A State licensed and/or certified community drug treatment program, which may include one or more of the following: outpatient treatment, half-way house treatment, narcotic replacement therapy, drug education or prevention courses and/or limited inpatient or residential drug treatment as needed to address special detoxification or relapse situations or severe dependence;

3.1.1.b. A program operated under the direction of the Veterans Health Administration of the Department of Veterans Affairs without regard to the licensing or certification provisions; or

3.1.1.c. A program provided in a specified provision of law.

Los Angeles County Requirements:

3.1.2. Standard: Proposition 36 drug treatment programs@shall meet all the minimum County requirements for receiving funding from ADPA.

3.2. Program Participants

State of California Requirements

3.2.1. Standard: An eligible Proposition 36 participant shall meet one of the two following criteria:

3.2.1.a. A person convicted of a nonviolent drug offense, which includes unlawful possession, use, or transportation for personal use of any controlled substance; or

3.2.1.b. A state parolee convicted of a new nonviolent drug offense or a drug-related parole violation.

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4.0. PROBATION DEPARTMENT

4.1. Role: The Probation Department is responsible for preparing a “Drug Treatment Eligibility Assessment Report” to the Court for each defendant entering the Proposition 36 drug treatment program, for orienting and supervising probationers participating in the Proposition 36 drug treatment program, and for providing quarterly progress reports to the Court on probationers’ compliance with drug treatment participation requirements.

4.2. General Population:

4.2.1. Standard: A Deputy Probation Officer (DPO) is located at each Proposition 36 CASC site to provide the orientation and initial supervision services for Proposition 36 program participants.

4.2.2. Practice:

4.2.2.a. The DPO shall provide each participant with an orientation on the terms and conditions of Proposition 36 probation as ordered by the Court.

4.2.2.b. The DPO, in coordination with treatment counselors, shall make a joint recommendation to the Court regarding a participant’s change of Treatment Level.

4.2.2.c. The DPO shall forward to the Court in a timely manner progress reports for participants on his/her assigned caseload with the treatment information available in TCPX.

4.3. High-Risk In-Custody Population:

4.3.1. Standard: The DPO shall conduct a telephone interview to review the conditions of probation with the Proposition 36 participant once placement into an appropriate treatment program is made.

4.3.2. Practice:

4.3.2.a. The DPO shall send the conditions of probation for each participant to the appropriate treatment provider in a timely manner.

4.3.2.b. The DPO shall visit each participant at the treatment program site, as time permits.

4.4. High-Risk In-Custody Population:

4.4.1. Standard: The DPO shall conduct a telephone interview and review the conditions of probation with each high-risk Proposition 36 participant once placement is made and while the participant remains in custody.

4.4.2. Practice:

4.4.2.a. The DPO shall send in a timely manner the conditions of probation for each high-risk participant to the treatment provider.

4.4.2.b. The DPO shall visit each participant at the treatment program site, as time permits.

4.4.2.c. The treatment provider shall provide to the DPO in a timely manner all appropriate documents (release of information) for each participant entering the program.

4.4.2.d. The DPO shall send in a timely manner to each participant a letter informing him/her of the probation supervision and reporting procedures with which the participant must comply upon being released from the treatment program.

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5.0. COURTS

- 5.1. Role:** The Superior Court is responsible for processing all filed Proposition 36 cases and conducting hearings related to monitoring participants' progress in complying with Proposition 36 drug treatment program requirements. This includes processing all related reports including sentencing sheets, referral forms for assessment, entering participant data in the Treatment Court Information System (TCIS), communicating Court actions to the Probation Department using the "Superior Court Daily Probation Referral Log" for Proposition 36 cases, making determinations on designating "High Risk" participants, monitoring participant progress by reviewing initial treatment plan and subsequent progress reports prepared by the Probation Department and Drug Treatment Providers, and determining program completion for qualifying participants. For those participants in the California Parole system, the Court is responsible for communicating with the California Board of Prison Terms on participant progress and Court actions, as appropriate.



6.0. COMMUNITY ASSESSMENT SERVICE CENTERS

6.1. ROLE AND RESPONSIBILITIES

Under the Proposition 36 Implementation Plan, eleven (11) of the twenty Community Assessment Service Center (CASC) sites provide assessment services and make appropriate referrals for program participants. (Attachment I.) Additional CASC sites may be added as the volume of participants increases.

6.2. OPERATIONAL STANDARDS

6.2.1. General Population:

6.2.1.a. Standard: All Proposition 36 participants shall be referred to a CASC for a comprehensive clinical assessment to determine the level of drug treatment and rehabilitation services and recommended modality.

6.2.1.b. Practice:

6.2.1.b.i. Upon conviction, the Proposition 36 Monitoring Court shall refer the defendant to a specific CASC site based on the defendant's residential zip code.

6.2.1.b.ii. The Court shall provide the defendant with a referral form and instruct the defendant to contact the CASC to schedule an assessment appointment within 72 hours of their court appearance.

6.2.1.b.iii. The CASC shall schedule appointments within 3 days of the time of the participant's call requesting services.

6.2.1.c. Standard: All CASCs shall use the approved standardized automated assessment tool, Addiction Severity Index (ASI), when assessing the participant for alcohol and other drug problems. The Behavioral Health Assessment Program (BSAP) shall be used for persons believed to have co-occurring mental health disorders.

6.2.1.d. Standard: Participants shall be referred to a treatment program, based upon the outcome of their assessment, within Los Angeles County's approved network of Proposition 36 treatment providers.

6.2.1.e. Practice:

6.2.1.e.i. The assessor's final determination and treatment recommendation shall be based upon the following elements:

ASI or BSAP results;
Substance(s) of use or abuse;
Assessor's professional judgment;
Treatment system capacity and services available;
Other presenting conditions; and
Other health and safety factors.

6.2.1.e.ii. The CASC shall identify a State licensed/certified program contracted with ADPA to provide the required services.

6.2.1.e.iii. The CASC shall call the identified program to determine that a treatment slot/bed is available.

6.2.1.e.iv. The CASC shall schedule an appointment for admission to an appropriate drug treatment program for the participant within 48 hours and give the participant a written referral to treatment.

6.2.1.f. Standard: All information shall be entered into the Trial Court Probation eXchange (TCPX) automated information system.

6.2.1.g. Practice:

6.2.1.g.i. The CASC shall update the TCPX system with program information as needed (i.e., completion of any missing participant and/or treatment provider information).

6.2.1.g.ii. The CASC shall complete the automated Assessment Referral Report to the Court within one working day of completing the assessment.

6.2.1.g.iii. The CASC shall ensure that the Assessment Referral Report is submitted to the Court at least two days prior to the participant's next Court appearance date.

6.2.1.h. Standard: Each participant wishing to be assessed at a CASC site other than the location assigned by the Court, shall be responsible for contacting the new CASC site and requesting an assessment appointment.

6.2.1.i. Practice:

6.2.1.i.i. Participants shall contact the new CASC site and schedule an appointment within the Court-ordered time limit.

6.2.1.i.ii. The new CASC site shall notify the assigned CASC of the change within two days after the participant's contact for appointment.

6.2.1.i.iii. The CASC site actually performing the assessment shall note the site change in the Comments Section of the TCPX System Intake Assessment Report, including the participant's reason for the site change.

6.2.1.j. Standard: A Deputy Probation Officer (DPO) shall be co-located at each CASC site designated as a Proposition 36 assessment site.

6.2.1.k. Practice:

6.2.1.k.i. The DPO shall arrange an appointment for each participant in coordination with the CASC to provide an orientation as to the terms and conditions of probation and to coordinate the initial provision of treatment and supervision services.

6.2.1.k.ii. Following completion of the orientation process (approximately 30-60 days), supervision of the Proposition 36 participant will be transferred to a Probation Area Office, determined by the participant's permanent residence and supervision needs.

6.2.1.l. Standard: Participants currently enrolled in treatment programs at the time of the CASC assessment shall be informed as follows:

6.2.1.m. Practice:

6.2.1.m.i. If currently enrolled in a non-ADPA contracted treatment program, the CASC staff shall determine the appropriateness of the current treatment plan and the participant shall be responsible for all costs incurred for treatment. The treatment program will be responsible for providing reports to the Court and to ADPA for the participant's data entry into the TCPX system.

6.2.1.m.ii. If currently enrolled in a non-ADPA contracted treatment program WITHOUT State license and/or certification, the participant shall be informed that only State licensed and/or certified programs are qualified for providing Proposition 36 treatment services and appropriate arrangements must be made to transfer the participant to another treatment program as soon as possible.

6.3. High-Risk Population:

High-Risk or Special Needs Defendants are defined as persons who are eligible for Proposition 36 but due to possible effects of co-occurring disorders (mental and substance disorders) may not fully comprehend their legal options. Therefore, persons deemed ASpecial Needs Defendants@will be supplied with counsel to provide them with their legal alternatives, among which is a voluntary

in-custody alcohol/drug and mental health assessment pursuant to these procedures.

6.3.1. Standard: The Deputy Public Defender (DPD) shall request the Proposition 36 judge to authorize an individual as having ASpecial Needs Defendant@designation.

6.3.2. Practice:

6.3.2.a. The DPD shall use the following guidelines to identify persons as possibly requiring ASpecial Needs Defendant@designation:

6.3.2.b. The individual is hallucinating (is obviously distracted, is talking to themselves, or reports hearing, smelling, feeling, or seeing things that are not present).

6.3.2.c. The individual is having difficulty understanding, concentrating, or remembering things to the extent that it seriously affects their ability to meet the ordinary demands of life.

6.3.2.d. The individual reports or appears to be seriously depressed, withdrawn, and/or talks about suicide.

6.3.2.e. The individual has difficulty controlling violent thoughts, and/or may report plans to act on these thoughts.

6.3.2.f. The individual has difficulty organizing and expressing their thoughts clearly, which may be exhibited by Agoing off on tangents, @repeating phrases or words just spoken by others (echolalia), or their speech may be disorganized and incoherent.

6.3.2.g. The individual is delusional or phobic, as marked by bizarre beliefs and/or fears, which are firmly held despite irrefutable evidence to the contrary.

6.3.3. Standard: If the Proposition 36 judge is satisfied that a defendant meets ASpecial Needs@criteria, the judge shall issue an order that the identified prospective participant be remanded to ATwin Towers@for an in-custody alcohol and drug assessment, and mental health assessment.

6.3.4. Practice:

6.3.4.a. The Los Angeles County Sheriff's Transportation Services shall transport the in-custody prospective participant, who will be identified by a special wrist band, to the Twin Towers, along with the assessment order.

6.3.4.b. The alcohol and drug assessment for each in-custody prospective participant shall be conducted by the designated staff of Homeless Health Care (HHC) CASC.

6.3.4.c. The mental health assessment shall be conducted by the designated staff of the Los Angeles County Department of Mental Health Jail Mental Health Unit.

- 6.3.5. Standard:** The Court staff shall immediately notify designated staff of the HHC CASC, Jail Mental Health, and Probation of the court order, providing staff with the in-custody prospective participant's name, booking, and case number(s).
- 6.3.6. Standard:** The HHC CASC staff shall make all possible efforts to arrange for joint assessments of the in-custody prospective participant with the Jail Mental Health staff, and the development of a treatment and continuing care plan.
- 6.3.7. Standard:** The Jail Mental Health staff shall offer and provide voluntary treatment for the in-custody prospective participant's mental disorder(s).
- 6.3.8. Standard:** The HHC CASC staff, in collaboration with Jail Mental Health staff, shall arrange the in-custody prospective participant's community placement and treatment services and transportation to designated programs and services.
- 6.3.9. Standard:** The HHC CASC staff shall notify the designated Probation Department liaison, and provide them with the in-custody participant's name and treatment placement information.
- 6.4.0. Standard:** The HHC CASC staff shall communicate the findings of the assessments (both alcohol and drug, and mental health), the treatment plan, and the continuing care plan for the in-custody prospective participant to the referring court within 3 days.
- 6.4.1. Standard:** The HHC CASC staff shall notify the designated Probation Department liaison, Donna Rose, at (562) 908-3175, and provide her with the in-custody prospective participant's name and treatment placement information.

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7.0. TREATMENT SERVICES

7.1. Role and Responsibilities – Drug treatment providers are responsible for providing Proposition 36 drug treatment program participants with drug treatment services in compliance with established program requirements as described below.

7.2. Program Eligibility Requirements

State of California requirements:

7.2.1. Standard: Proposition 36 drug treatment programs shall meet one of the following criteria:

7.2.1.a. A State licensed and/or certified community drug treatment program, which may include one or more of the following: outpatient treatment, half-way house treatment, narcotic replacement therapy, drug education or prevention courses and/or limited inpatient or residential drug treatment as needed to address special detoxification or relapse situations or severe dependence;

7.2.1.b. A program operated under the direction of the Veterans Health Administration of the Department of Veterans Affairs without regard to the licensing or certification provisions; or

7.2.1.c. A program provided in a specified provision of law.

Los Angeles County requirements:

7.2.2. Standard: Proposition 36 drug treatment programs shall meet all the minimum County requirements for receiving funding from ADPA.

7.2.3. Standard: Drug treatment services for Proposition 36 participants will consist of a multi-level system (Level I - III) increasing in duration and intensity depending upon the assessed severity of the participant (Attachment ** - Summary of Treatment and Supervision Matrix).

7.2.4. Standard: Drug treatment services for Proposition 36 participants shall begin immediately upon the participant's reporting to the treatment program.

7.2.5. Practices:

7.2.5.a. All Level I participants shall receive outpatient treatment services which, at a minimum, shall include:

7.2.5.a.i. *Intake, orientation, and evaluation;*
7.2.5.a.ii. *Development of a treatment plan;*
7.2.5.a.iii. *Participation in 3 hours/week (minimum 2 sessions) combination of individual, group, education sessions;*
7.2.5.a.iv. *Participation in a minimum of 2 self-help meetings per week;*
7.2.5.a.v. *Individualized treatment (e.g., perinatal, dual-diagnosis, special needs), as appropriate;*
7.2.5.a.vi. *Referral to alcohol and drug free living facilities, as appropriate;*
7.2.5.a.vii. *Provision of, or referral and follow-up for supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;*
7.2.5.a.viii. *Random drug testing as follows: a minimum of 1 test per week by treatment provider;*
7.2.5.a.vix. *30-Day case plan to Probation/Court (Attachment *);*
7.2.5.a.vx. *Court appearances as ordered by the court;*
7.2.5.a.vxi. *Participation of no less than 120 days/18 weeks; and*
7.2.5.a.vxii. *Active participation in continuing care for 6 months as ordered by the Court..*

7.2.5.b. *All Level II participants shall receive the following services:*

7.2.5.b.i. *Intake, orientation, and evaluation;*
7.2.5.b.ii. *Development of a treatment plan;*
7.2.5.b.iii. *Participation in Intensive Outpatient: 6 hours/week (minimum 2 sessions) combination of individual, group, education sessions; or*
7.2.5.b.iv. *Participation in Intensive Day Care: 3 hours day/3 days per week, combination of individual, group, education sessions;*
7.2.5.b.v. *Participation in a minimum of 4 self-help meetings per week;*
7.2.5.b.vi. *Individualized treatment (e.g., perinatal, dual-diagnosis, special needs), as appropriate;*
7.2.5.b.vii. *Referral to alcohol and drug free living facilities, as appropriate;*
7.2.5.b.viii. *Provision of, or referral and follow-up for supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;*
7.2.5.b.ix. *Random drug testing: a minimum of 1 test per week by treatment provider;*
7.2.5.b.x. *30-Day case plan to Probation/Court (Attachment *);*
7.2.5.b.xi. *30-Day Progress reports to Probation/Court (Attachment*);*
7.2.5.b.xii. *Court appearances as ordered by the court;*

- 7.2.5.b.xiii. *Quarterly drug testing by Probation;*
- 7.2.5.b.xiv. *Participation of no less than 224 days/32 weeks; and*
- 7.2.5.b.xv. *Active participation in continuing care for 6 months as ordered by the Court.*

7.2.5.c. *All Level III participants shall receive the following services:*

- 7.2.5.c.i. *Intake, orientation, evaluation and admission;*
- 7.2.5.c.ii. *Development of a treatment plan;*
- 7.2.5.c.iii. *Admission into a detoxification program, as appropriate;*
- 7.2.5.c.iv. *Participation in Intensive Outpatient: 9 hours/week (minimum 5 sessions) combination of individual, group, education sessions; or*
- 7.2.5.c.v. *Participation in Intensive Day Care: 3 hours day/3 days per week, combination of individual, group, education sessions; or*
- 7.2.5.c.vi. *Admittance into Residential: No less than 30 or more than 180 days, combination of individual, group, education sessions;*
- 7.2.5.c.vii. *Referral to alcohol and drug free living facilities, as appropriate; Individualized treatment (e.g., perinatal, dual-diagnosis, special needs) as appropriate;*
- 7.2.5.c.viii. *Participation in a minimum of:*
- 7.2.5.c.ix. *Outpatient - 5 self-help meetings per week;*
- 7.2.5.c.x. *Intensive Day-Care: 5 self-help meetings per week;*
- 7.2.5.c.xi. *Residential - 4 self-help meetings per week;*
- 7.2.5.c.xii. *Provision of, or referral and follow-up for supplemental treatment services including literacy training, vocational counseling, mental health services, and health services;*
- 7.2.5.c.xiii. *Random, observed drug testing as follows: 2 tests per week x 8 weeks; 1 test per week x 32 weeks;*
- 7.2.5.c.xiv. *Quarterly drug testing by Probation; and,*
- 7.2.5.c.xv. *Monthly court appearances or as ordered by the court.*
- 7.2.5.c.xvi. *30-Day case plan to Probation/Court (Attachment *);*
- 7.2.5.c.xvii. *30 Day Progress Reports to Probation/Court or as ordered (Attachment *); and*
- 7.2.5.c.xviii. *Active participation in continuing care for 6 months as ordered by the Court.*

7.2.6. Standard: All Proposition 36 participants, regardless of level, shall participate in 6 months of continuing care. Continuing care can occur in a variety of settings, such as periodic outpatient meetings, relapse/recovery groups, self-help groups and halfway houses. Services may include relapse prevention, alumni activities and mentorship programs. Continuing care services shall be supervised follow-up.

Continuing care services for Proposition 36 clients should include the following:

7.2.7. Practices:

- 7.2.7.a. *Documented continuation of ancillary services in a continuing care plan that includes monthly progress reports to the Court (copy to Probation) for six months.*
- 7.2.7.b. *Mandatory attendance at no less than three (3) 12-step/self-help meetings or support groups per week.*
- 7.2.7.c. *Voluntary attendance at treatment provider alumni group meetings.*
- 7.2.7.d. *Voluntary participation in group or individual counseling by treatment provider if participant feels that he/she is in danger or relapse; and*
- 7.2.7.e. *One face-to-face group contact per month with treatment provider to verify client participation.*

7.2.8. Standards: Dependent upon each individual's progress, or lack thereof, changes in the level of treatment may be needed.

7.2.9. Practices:

- 7.2.9.a. *Each treatment provider is responsible for providing timely reports to Probation and the Court regarding the participant's progress (every 30 days or as ordered by the Court) (Attachment *). These reports must be submitted electronically through TCPX.*
- 7.2.9.b. ***All positive** drug tests must be reported to the Court within 24 hours.*
- 7.2.9.c. *If a Level I participant fails 3 drug tests, misses 3 sessions/meetings or a combination of both within a 30-day period, the provider must:*
 - 7.2.9.c.i. *Contact the Court within 48 hours of the latest incident;*
 - 7.2.9.c.ii. *Conduct a mandatory individual session with the participant within 72 hours of the latest incident and develop a Level II treatment plan; and*
 - 7.2.9.c.iii. *Notify Probation and the Court of the immediate up-phasing of participant to Level II.*
- 7.2.9.d. *Up-phasing from Level II to Level III or additional sanctions or violations shall ONLY be ordered by the Court during an appearance hearing.*

7.3.0. Standard: The Court may require a participant to contribute to the cost of the drug treatment program, in addition to any fine assessed by the California law.

- 7.3.1. Practice:** *The Court may order, based on the participant's ability to pay, a \$200 Proposition 36 program fee to be collected by the Probation Department.*
- 7.3.2. Standard:** Probation shall request the Court to modify the terms of probation for a participant to receive an alternative drug treatment.
- 7.3.3. Practice:**
- 7.3.3.a. *The provider shall notify the Deputy Probation Officer (DPO) that the participant is unamenable to the current drug treatment, but may be amenable to other drug treatments or related programs.*
- 7.3.3.b. *The DPO shall move the Court to modify the terms of probation to ensure that the participant receives the alternative drug treatment.*
- 7.3.4. Standard:** The Court may revoke probation when a participant's unamenable to drug treatment programs is proven by Probation.
- 7.3.5. Practice:**
- 7.3.5.a. *The provider shall notify the DPO that the participant is unamenable to the drug treatment provided and all other forms of drug treatment programs.*
- 7.3.5.b. *The DPO may move to revoke probation after being notified by the provider.*
- 7.3.5.c. *The Court may revoke probation if the participant's unamenable to all drug treatment programs is proven at a revocation hearing.*
- 7.3.6. Standard:** The participant may petition for dismissal of the charges at any time after completion of drug treatment.
- 7.3.7. Practice:**
- 7.3.7.a. *A participant shall petition the sentencing court at any time after successful completion of drug treatment.*
- 7.3.7.b. *The Court shall set aside the conviction on which the probation was based and dismiss the indictment, complaint, or information against the participant, after being satisfied that a participant successfully completed drug treatment and substantially complied with the conditions of probation.*

7.3.8. Standard: All information shall be entered into the Treatment Court and Probation exchange (TCPX) automated information system.

7.3.9. Practice: *The treatment providers shall enter client treatment disposition, treatment plans, and verify court appearance dates to provide appropriate ongoing progress reports in a timely manner.*

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8.0. ALCOHOL & DRUG PROGRAM ADMINISTRATION (ADPA)

8.1. ROLE:

The Board of Supervisors designated the ADPA as the lead agency for the County's responsibilities under Proposition 36. The ADPA is required to submit a report to the Board of Supervisors and Chief Administrative Office every 60 days advising the Board of the incurred costs to date, the projected costs of the program for the remainder of the fiscal year, and recommended changes in the implementation plan. The ADPA is responsible for developing and overseeing a coordinated and collaborative strategy among the Courts other County departments, and community-based treatment providers.

8.2. ROLES OF ADPA DIVISIONS

8.2.1. CONTRACT SERVICES DIVISION

8.2.2. Proposition 36 Help Line

8.2.2.a. Standard: The Proposition 36 Unit of the Contract Services Division shall operate a toll-free Proposition 36 Help Line from 8:00 a.m. to 5:00 p.m., Monday through Friday at 1-888-742-7900.

8.2.2.b. Practice:

The purpose of the Help Line is to:

- 8.2.2.b.i. Answer and investigate inquiries and complaints from participants, bench officers, contracted treatment providers, and other concerned individuals regarding Proposition 36 services;*
- 8.2.2.b.ii. Provide technical assistance to contracted treatment providers regarding programmatic, clinical, administrative and budgetary issues; and*
- 8.2.2.b.iii. Maintain a record of Help Line calls, including the nature of services requested and actions taken.*

8.2.3. FINANCIAL SERVICES DIVISION

8.2.4. Billing

8.2.4.a. Standard: All ADPA contractors shall submit the Proposition 36 expenditures on the required Proposition 36-only billing forms, which are separate from any existing contract billings, on a monthly basis. (See Finance Attachment I.)

[Note: For the Fiscal Year 2002-03, contracts have changed to fee-for-service method of reimbursement and will require use of the appropriate fee-for-service billing form.]

8.2.4.b. Standard: All ADPA contractors shall comply with drug/medical billing instructions as governed by Section 9533 of the Proposition 36 Regulations. (Finance Attachment II)

8.2.4.c. Billing for continuing care shall be limited to one face-to-face contract per month that is made in a group session.

8.2.5. Cost Reporting

8.2.5.a. Standard: All ADPA contractors shall submit a year-end cost report for Proposition 36 expenditures. (Finance Attachment III)

8.2.6. Allowable Costs

8.2.6.a. Standard: All ADPA contractors shall be reimbursed for allowable costs, which are: a) governed by Section 9530 of the Proposition 36 Regulations (Finance Attachment IV); and, b) approved as part of your reimbursement rate.

8.2.7. Standard:

8.2.7.a. General

All contractors shall utilize the guidelines in the Proposition 36 Regulations and in cost principles published by the Office of Management and Budget (OMB) Government agencies shall follow OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Public and private contractors shall follow OMB Circular A-122, Cost Principles for Non-Profit Organizations.

8.2.7.b. Equipment

8.2.7.b.i. Written approval shall be obtained from ADPA prior to purchasing equipment.

8.2.7.b.ii. Equipment purchased with Proposition 36 funds shall be used for services provided under Proposition 36.

8.2.7.b.iii. Equipment costing more than \$5,000 must be capitalized and may be recovered only through straight-line depreciation using the Table of Class Lives and Recovery Periods in the federal IRS

Publication 946. All equipment purchases must be in compliance with Section 9530 (g) of the Proposition 36 Regulations.

8.2.7.b.iv. Equipment costing less than \$5,000 may be reimbursed in the year cost was incurred.

8.2.7.c. Land & Buildings (new construction and additions)

8.2.7.c.i. No Proposition 36 funds shall be used for the purchase of land, purchase or construction of buildings, or additions to buildings.

8.2.7.c.ii. Capitalization of non-State funded purchases or construction of buildings, or additions to buildings may only be recovered through straight-line depreciation over the class life of the property as specified in the ATable of Class Lives and Recovery Periods@in Federal Internal Revenue Service Publication 946.

8.2.7.d. Alterations and Renovations

8.2.7.d.i. Written approval shall be obtained from ADPA prior to commencement of any alterations or renovations.

8.2.7.d.ii. Alterations and renovations shall be AAllowable Costs@ under Proposition 36 subject to Sections 9530 (h) and (j) of the Proposition 36 Regulations.

8.2.7.d.iii. Costs up to \$150,000 may be reimbursed in the year costs were incurred. Costs more than \$150,000 shall be capitalized and depreciated using the federal IRS Publication 946.

8.2.7.d.iv. The County shall collect a prorated portion of funding used for alterations or renovation, if the contractor ceases to provide services pursuant to Proposition 36 prior to July 1, 2006.

8.2.7.e. Drug Testing

*Proposition 36 funds shall not be used for costs of drug testing.
[Note: Drug testing is handled by a separate drug testing contractor and funded separately.]*

8.2.8. Audit

8.2.8.a. Standard: Records supporting Proposition 36 program expenditures shall be kept for a period of five years from the end of the fiscal year.

8.2.8.b. Standard:

8.2.8.b.i. Agencies receiving \$300,000 or more annually in Proposition 36 funds shall perform an annual audit in accordance with generally accepted government auditing standards as described in the Government Auditing Standards (1994 Revision), published for the United States General Accounting Office by the Comptroller General of the United States.

8.2.8.b.ii. The written audit report shall establish whether Proposition 36 funds were expended in accordance with the Proposition 36 Regulations and the County's terms and conditions under which the funds were awarded.

8.2.8.b.iii. The audit shall be completed and with a copy of the audit report sent to the ADPA within 30 days of completion of the audit, but no later than nine months after the close of the June 30th fiscal year.

8.2.8.b.iv. Agencies already required to perform an audit as required by OMB Circular A-133 and receives funds of any amount under Proposition 36 shall ensure that the single audit addresses compliance with the requirements of Proposition 36. Completion of the OMB A-133 may be relied on to satisfy the responsibilities under Section 9545(a) of the Proposition 36 Regulations.

8.2.9. Client Fees

All ADPA contractors shall assess drug treatment client fees as governed by Section 9532.b.1 of the Proposition 36 Regulations. (Finance Attachment)

8.3. INFORMATION SYSTEMS

8.3.1. Role: The Information Systems division is responsible for Proposition 36 reporting and data systems procedures.

8.3.2. Standard: The Information Systems (IS) division shall provide training and technical assistance to contracted Proposition 36 treatment providers on using the TCPX automated information system and on using all required automated program reporting systems.

8.3.3. Practices:

8.3.3.a. IS will install and maintain software needed by contracted treatment providers to access and operate the required TCPX and other automated program reporting systems.

8.3.3.b. IS will conduct training sessions for contracted treatment providers on using the TCPX and other required automated program reporting systems.

8.3.3.c. IS will provide on-going technical assistance for contracted treatment providers on effective use of TCPX and other required automated program reporting systems.

8.3.3.d. IS will analyze Proposition 36 information to generate data for required Departmental and State reports. IS also will provide information to assist forecasting expenditures as well as statistical ad-hoc reports for management use.

8.4. PLANNING DIVISION

8.4.1. Role: The Planning Division is responsible for coordinating the efforts of the various ADPA units and other County agencies in developing and executing the Los Angeles County Proposition 36 Implementation Plan.

8.4.2. Standard: The Planning Division shall take lead responsibility for the following tasks:

- 8.4.2.a. Coordinating planning for the implementation of treatment services for Proposition 36 in Los Angeles County;*
- 8.4.2.b. Coordinating the development of policies and procedures for implementation of Proposition 36 treatment services in conjunction with other ADPA divisions;*
- 8.4.2.c. Coordinating ADPA Request for Proposals and contractor selection processes for treatment services;*
- 8.4.2.d. Coordinating training and technical assistance for treatment providers; Supervisors and the California Department of Alcohol and Drug Programs; and*
- 8.4.2.e. Facilitating the collaboration between the Superior Court, County departments, and State agencies in the planning and implementation of Proposition 36 treatment services; and*
- 8.4.2.f. Coordinating media contacts and public information on Proposition 36 in Los Angeles County.*

8.5. PROGRAM DEVELOPMENT & TECHNICAL ASSISTANCE (PDTA) DIVISION

8.5.1. Role: The PDTA Division is responsible for coordinating the efforts of the various CASC sites and other counties Prop 36 referral agencies to ensure the timely assessment and treatment referrals for persons receiving services under the Los Angeles County Proposition 36 Implementation Plan.

8.5.2. Standard: The PDTA Division shall be responsible for the following tasks:

- 8.5.2.a.** Coordinating the implementation of assessment and referral services for Proposition 36 in Los Angeles County.
- 8.5.2.b.** Coordinating the development of policies and procedures for the CASC sites implementation of Proposition 36 treatment services in conjunction with other ADPA divisions;
- 8.5.2.c.** Provide training and technical assistance for CASC sites and treatment providers along with IS staff on the Automated (TCPX) System.
- 8.5.2.d.** Facilitating the collaboration between the other State and county lead agencies and Los Angeles County CASC sites or participants referred for Proposition 36 treatment services; and
- 8.5.2.e.** Monitoring the timely provision of assessment and referral services under Proposition 36 in Los Angeles County.

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9.0. TREATMENT COURT AND PROBATION SYSTEM (TCPX)

9.1. Description

9.1.1. Overview of TCPX

The Treatment Court and Probation Exchange System (TCPX) is a Web-enabled database application that is designed to support the operational and administrative requirements of Proposition 36. The system links community-based drug treatment providers with local courtrooms and the Probation Department and provides a centralized depository for the management of treatment compliance records for all nonviolent drug defendants who have been ordered into drug treatment as a condition of probation under Proposition 36.

The TCPX system is a transactional database application that draws specific case and offender information from a variety of sources to create a consolidated record for all Proposition 36 participants. The system provides the Court and County agencies with all required reports for processing Proposition 36 cases/participants as well as a variety of statistical reports. The system provides the Court and County administrators with direct access to the centralized Proposition 36 database to facilitate evaluation of program trends and outcomes.

The TCPX system can provide the following reports electronically:

- 9.1.1.a. Pretrial Eligibility and Risk Assessment;
- 9.1.1.b. Clinical Assessment and Treatment Recommendation;
- 9.1.1.c. Treatment/Supervision Plan;
- 9.1.1.d. Monthly Probation/Provider Treatment Progress and Drug Testing Report;
- 9.1.1.e. Non-Compliance Report
- 9.1.1.f. Probation Violation Report; and
- 9.1.1.g. Regular/Ad Hoc Statistical Reports.

In addition, the system administrators have the ability to request summary information on the number of participants by treatment level, number of no-shows, number of dropouts, number of participants successfully completing the assigned program, and other management information as required.

9.1.2. TCPX Purpose

The TCPX system supports three critical functions of the Proposition 36 program:

- 9.1.2.a. Establish a countywide, consolidated records system that will combine criminal history and treatment information on all Proposition 36 clients.
- 9.1.2.b. Provide for the electronic transfer of essential treatment information from community-based treatment providers and CASCs to the Court, Probation and ADPA.
- 9.1.2.c. Provide the ability to generate regular and ad hoc statistical reports required by the Board of Supervisors, County departments, or State/Federal agencies for ongoing program evaluation.

9.2. Operational Standards

9.2.1. Standard: All Proposition 36 CASCs and Treatment Providers shall participate in the Treatment Court and Probation Exchange (TCPX) web-based system.

9.2.2. Practice:

- 9.2.2.a. *The CASCs and treatment providers shall have computer(s) with access to Internet.*
- 9.2.2.b. *The designated staff of CASCs and treatment providers shall attend training provided by ADPA.*
- 9.2.2.c. *The CASC shall enter assessment results, referrals, and appointment schedules in the TCPX system within one business day of receipt.*
- 9.2.2.d. *The treatment providers shall enter client treatment disposition, treatment plan, and verify court appearance dates to provide appropriate ongoing progress reports in a timely manner.*

9.2.3. Standard: All Proposition 36 Treatment Providers shall participate in the Los Angeles County Participant Reporting System (LACPRS).

9.2.4. Practice:

- 9.2.4.a. *The treatment provider shall enter participant admission and discharge information into LACPRS in a timely manner.*
- 9.2.4.b. *The treatment provider shall indicate information on the principal source of referral by identifying the participant as referred by a Proposition 36 Court or State Parole.*

9.2.4.c. The treatment provider shall enter participant information requested in the additional Proposition 36 statistical questionnaire.

9.2.5. Standard: The CASCs and treatment providers shall cooperate with ADPA on the system implementation and operation.

9.2.6. Practice:

The CASC and treatment provider shall inform ADPA of any issues related to participant referrals, including but not limited to: treatment programs and services, and problems related to accessing participant records and other necessary data reports.

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Appendix I

Proposition 36 Community Assessment Service Centers

<p>(01) Tarzana Treatment Center 44447 No. 10th Street West Lancaster, Ca. 93534 (661) 726-2630 ext.113 (661) 726-2635 fax Brenna Grass ext 160 Terry Nico ext 113</p>	<p>(15) California Hispanic Commission 9033 Washington Blvd Pico Rivera, CA 90660 (562) 942-9625 (562) 942-9695 fax Maribel Hernandez</p>
<p>(04) Tarzana Treatment Center 18646 Oxnard St. Tarzana, Ca. 91356 (818) 996-1051 ext. 1115 (818) 345-3778 fax Monica Weil, Ph.D</p>	<p>(17) Behavioral Health Services - Gardena 15519 Crenshaw Blvd. Gardena, Ca. 90249 (310) 973-2272 (310) 973-7813 fax Celia Aragon ext 288 Lisa Sandoval ext 289</p>
<p>(05) Prototypes - San Gabriel Valley 11100 E. Valley Blvd., Suite 116 El Monte, Ca. 91731 (626) 444-0705 (626) 444-0710 fax Eva Ramirez Fogg</p>	<p>(20) Behavioral Health Services - Long Beach 1775 Chestnut Ave. Long Beach, Ca. 90813 (310) 973-2272 or (562) 599-8444 (ask for CASC staff) (310) 973-7813 fax Celia Aragon Lisa Sandoval</p>
<p>(06) Prototypes/Tri-City Community Mental Health Center 790 E. Bonita Ave. Pomona, Ca. 91767 (909) 447-3400 (909) 447-3599 fax Carmen Ramirez</p>	
<p>(07) Prototypes - Pasadena 2555 Colorado Blvd., Suite 101 Pasadena, Ca. 91107 (626) 449-2433 (626) 449-2665 fax Eva Ramirez Fogg Tanya Garmo</p>	
<p>(08) Homeless Health Care 2330 Beverly Blvd. Los Angeles, Ca. 90057 (213) 342-3114 (213) 342-3124 fax Sandy Song ext 137 Hector Martinez ext 135</p>	
<p>(11) Didi Hirsch Community Mental Health Center 11133 Washington Blvd. Culver City, Ca. 90230 (310) 895-2342 (310) 895-2395 fax Holly McCravey Lucille Scott - (310) 895-2339</p>	
<p>(12) Integrated Care System (ICS) 8836 South Vermont Ave. Los Angeles, Ca. 90044 (213) 895-7700 (323) 778-2599 fax Iris Leary Cathy Harvey</p>	

Appendix II - Intake Assessment Form

Appendix III - Summary of Treatment and Supervision Matrix

Appendix IV - Initial Treatment Plan Form

Appendix V - Progress Report Form

SECTION XII

EXHIBIT III

COMMUNITY ASSESSMENT SERVICES CENTERS FOR PROPOSITION 36 PROGRAMS

**LA COUNTY DEPARTMENT OF HEALTH SERVICES – ALCOHOL AND DRUG PROGRAM ADMINISTRATION
COMMUNITY ASSESSMENT SERVICES CENTERS (CASC)
PROPOSITION 36 ASSESSMENT CONTACTS LISTING 09/10/02**

ASSESSMENT LOCATIONS (SITE #)	SERVICE PLANNING AREA (SPA)	CASC DIRECTOR-CONTACT
Tarzana Treatment Center 44447 North 10 th Street West Lancaster, CA 93534 (1)	1	Terry Nico – Brenna Grass Phone # (661) 726-2630 ext. 113 (160) Fax (661) 726-2635
Tarzana Treatment Center 18646 Oxnard Street Tarzana, CA 91356 (2)	2	Monica Weil Ph.D. – Cindy Bouey Phone # (818) 996-1051 X 1115 – X3853 Fax (818) 345-3778
Prototypes – San Gabriel Valley 11100 E. Valley Blvd. Suite 116 El Monte, CA 91731 (4)	3	Eva Ramirez Fogg (CASC Director) Phone # (626) 444-0705 Fax (626) 444-0710
Prototypes – Tri City CMHC 790 E. Bonita Ave. Pomona, CA 91767 (5)		Lilia Saucedo (Contact) Phone # (909) 447-3400 Fax (909) 447-3599
Prototypes – Pasadena 2555 Colorado Blvd., Suite 101 Pasadena, CA 91101 (6)		Diego Gonzalez (Contact) Phone # (626) 449-2433 Fax (626) 449-2665
Homeless Health Care 2330 Beverly Blvd. Los Angeles, CA 90057 (7)	4	Sandy Song – David Murillo Phone (213) 342-3114 Fax (213) 342-3124
Didi Hirsch CMHC 11133 Washington Blvd. Culver City, CA 90230 (10)	5	Holly McCravey – Lucille Scott Phone # (310) 895-2339 Fax (310) 895-2395
ICS – LA 8836 S. Vermont Ave. Los Angeles, CA 90044 (12)	6	Iris Leary – Della Garrett Phone # (213) 895-7700 Fax (323) 778-2599
California Hispanic 9033 Washington Blvd. Pico Rivera, CA 90660 (19)	7	Malala Elston – Josie Grisby Phone # (562) 942-9625 Fax (562) 942-9695
BHS – Gardena 15519 Crenshaw Blvd. Gardena, Ca 90249 (15)	8	Celia Aragon - Lisa Sandoval Phone # (310) 973-2272 Fax (310) 973-7813
BHS - Long Beach 1775 N. Chestnut Ave. Long Beach, CA 90813 (18)		Celia Aragon - Lisa Sandoval Phone # (310) 973-2272 Fax (310) 973-7813 or (562) 599-8444 (ask for the CASC staff)
DHS Liaison		Pauline Lopez Phone # (626) 299-4518 Fax (626) 458-6823
Board of Prison Terms Liaison		Rebecca Spencer Phone # (909) 594-9847 Fax # (909) 598-2418 rspencer@bpt.ca.gov

W\H\A\P36\CASC\SITES PW.91002

PW - pdta

LA County Proposition 36 Toll Free Help line 1 - 888 - 742-7900

SECTION XII

EXHIBIT IV

ADPA CONTRACTED SERVICE PROVIDERS FOR PROPOSITION 36 PROGRAM
SERVICES

County of Los Angeles
Alcohol and Drug Program Administration
Proposition 36 Treatment Agencies
As of 08/13/2002

Provider Name	Modality	Address	City	Zip	Phone	Fax	SPA
Alcoholism Center for Women, Inc.	RS	1135 South Alvarado Street	Los Angeles	90006	(213) 381-8500	(213) 381-8529	4
Alta Med	ONTMS	1701 Zonal Avenue	Los Angeles	90033	(323) 223-6146	(323) 223-6399	4
Alta Med	ONTPDTX	1701 Zonal Avenue	Los Angeles	90033	(323) 223-6146	(323) 223-6399	4
American Asian Pacific Ministries, Inc.	OC	4022 North Rosemead Boulevard	Rosemead	91770	(626) 287-3475	(626) 287-3475	3
American Asian Pacific Ministries, Inc.	DCH	4022 North Rosemead Boulevard	Rosemead	91770	(626) 287-3475	(626) 287-3485	3
American Indian Changing Spirits	RS	2120 Williams Street, Building 1	Long Beach	90810	(562) 388-8118	(562) 388-8117	8
Antelope Valley Rehabilitation Center/High Desert Recovery Service	OC	44900 North 60th Street West	Lancaster	93536	(661) 945-8458	(661) 945-8471	1
Asian American Drug Abuse Program, Inc.	OC	3838 Martin Luther King Boulevard	Los Angeles	90008	(323) 294-4932	(323) 294-2533	6
Asian American Drug Abuse Program, Inc.	DCH	3838 Martin Luther King Boulevard	Los Angeles	90008	(323) 294-4932	(323) 294-2533	6
Asian American Drug Abuse Program, Inc.	RS	5318 South Crenshaw Boulevard	Los Angeles	90043	(323) 293-6284	(323) 295-4075	6
Atlantic Recovery Services	OC	1100 West Manchester Boulevard	Los Angeles	90044	(323) 789-3365	(323) 789-4741	6
Atlantic Recovery Services	OC	944 Pacific Avenue	Long Beach	90813	(562) 436-3533	(562) 436-0982	8
Atlantic Recovery Services	OC	9722 San Antonio Street	South Gate	90280	(323) 564-6925	(323) 563-7497	7
Avalon Carver Community Center	OC	4920 South Avalon Boulevard	Los Angeles	90011	(323) 232-4391	(323) 232-0481	6
Beacon House Association of San Pedro (The)	RS	1003 South Beacon Street	San Pedro	90731	(310) 514-4940	(310) 831-0070	8
Beacon House Association of San Pedro (The)	RS	1012 South Palos Verdes Street	San Pedro	90731	(310) 514-4940	(310) 831-0070	8
Beacon House Association of San Pedro (The)	RS	124 West Eleventh Street	San Pedro	90731	(310) 514-4940	(310) 831-0070	8
Beacon House Association of San Pedro (The)	RS	132 West 10th Street	San Pedro	90731	(310) 514-4940	(310) 831-0070	8
Behavioral Health Services, Inc.	RS	12917 Cerise Avenue	Hawthorne	90250	(310) 675-4431	(310) 675-4434	8
Behavioral Health Services, Inc.	OC	1318 North Avalon Boulevard, Suite A	Wilmington	90744	(310) 549-2710	(310) 549-2715	8
Behavioral Health Services, Inc.	DCH	1318 North Avalon Boulevard, Suite A	Wilmington	90744	(310) 549-2710	(310) 549-2715	8
Behavioral Health Services, Inc.	OC	15519 South Crenshaw Boulevard, Suite A	Gardena	90249	(310) 679-9031	(310) 679-9034	8
Behavioral Health Services, Inc.	DCH	15519 South Crenshaw Boulevard, Suite A	Gardena	90249	(310) 679-9031	(310) 679-9034	8
Behavioral Health Services, Inc.	ONTPDTX	15519 South Crenshaw Boulevard, Suite A	Gardena	90249	(310) 679-9688	(310) 679-9034	8
Behavioral Health Services, Inc.	ONTMS	15519 South Crenshaw Boulevard, Suite A	Gardena	90249	(310) 679-9688	(310) 679-9034	8
Behavioral Health Services, Inc.	RDTX	1775 North Chestnut Avenue	Long Beach	90813	(562) 599-8444	(562) 591-6134	8
Behavioral Health Services, Inc.	RS	1775 North Chestnut Avenue	Long Beach	90813	(562) 599-8444	(562) 591-6134	8
Behavioral Health Services, Inc.	RDTX	2180 West Valley Boulevard	Pomona	91768	(909) 865-2336	(909) 865-1831	3
Behavioral Health Services, Inc.	OC	2180 West Valley Boulevard	Pomona	91768	(909) 865-2336	(909) 865-1831	3
Behavioral Health Services, Inc.	RS	2180 West Valley Boulevard	Pomona	91768	(909) 865-2336	(909) 865-1831	3
Behavioral Health Services, Inc.	RS	2501 West El Segundo Boulevard	Hawthorne	90250	(323) 754-2816	(323) 754-2828	8
Behavioral Health Services, Inc.	OC	279 West Beach Avenue	Inglewood	90302	(310) 673-5750	(310) 673-1236	8
Behavioral Health Services, Inc.	DCH	279 West Beach Avenue	Inglewood	90302	(310) 673-5750	(310) 673-1236	8
Behavioral Health Services, Inc.	OC	3421 East Olympic Boulevard	Los Angeles	90023	(323) 262-1786	(323) 262-2659	7
Behavioral Health Services, Inc.	DCH	3421 East Olympic Boulevard	Los Angeles	90023	(323) 262-1786	(323) 262-2659	7
Behavioral Health Services, Inc.	DCH	6838 Sunset Boulevard	Hollywood	90028	(323) 461-3161	(323) 461-5633	4
Behavioral Health Services, Inc.	OC	6838 Sunset Boulevard	Hollywood	90028	(323) 461-3161	(323) 461-5633	4
California Drug Consultants, Inc.	DCH	659 East Walnut Street	Pasadena	91101	(626) 844-0410	(626) 844-3135	3
California Drug Consultants, Inc.	OC	659 East Walnut Street	Pasadena	91101	(626) 844-0410	(626) 844-3135	3
California Drug Consultants, Inc.	DCH	659 East Walnut Street	Pasadena	91101	(626) 844-0410	(626) 844-3135	3

County of Los Angeles
Alcohol and Drug Program Administration
Proposition 36 Treatment Agencies
As of 08/13/2002

Provider Name	Modality	Address	City	Zip	Phone	Fax	SPA
California Drug Consultants, Inc.	OC	671 East Walnut Street	Pasadena	91101	(626) 844-0410	(626) 844-3135	3
California Hispanic Commission on Alcohol and Drug Abuse, Inc.	OC	13020 Francisquito Avenue	Baldwin Park	91706	(626) 813-0288	(626) 813-0928	3
California Hispanic Commission on Alcohol and Drug Abuse, Inc.	RS	2436 Wabash Avenue	Los Angeles	90033	(213) 780-8756	(323) 780-0151	4
California Hispanic Commission on Alcohol and Drug Abuse, Inc.	RS	327 North Saint Louis Street	Los Angeles	90033	(323) 261-7810	(323) 261-8555	4
California Hispanic Commission on Alcohol and Drug Abuse, Inc.	RS	530 North Avenue 54	Los Angeles	90042	(323) 254-2433	(323) 256-9258	4
California Hispanic Commission on Alcohol and Drug Abuse, Inc.	OC	5801 East Beverly Boulevard	Los Angeles	90022	(323) 722-4529	(323) 722-4450	7
Cambodian Association of America	OC	2501 Atlantic Avenue	Long Beach	90806	(562) 988-1863	(562) 988-1475	8
Canon Human Services, Inc.	OC	9705 South Holmes Avenue	Los Angeles	90002	(323) 249-9097	(323) 249-9121	6
Canon Human Services, Inc.	RS	9705 South Holmes Avenue	Los Angeles	90002	(323) 249-9097	(323) 240-9121	6
Casa de las Amigas	RS	160 North El Molino Avenue	Pasadena	91101	(626) 792-2770	(626) 792-5826	3
Casa de las Amigas	RS	161 North Oak Knoll Avenue	Pasadena	91101	(626) 792-2770	(626) 792-5826	3
Chabad of California, Inc.	RS	5675 West Olympic Boulevard	Los Angeles	90036	(323) 965-1365	(323) 965-0444	4
Charles R. Drew University of Medicine and Science	OC	9307 South Central Avenue	Los Angeles	90002	(323) 564-6982	(323) 564-5970	6
Children's Institute International	OC	711 South New Hampshire Avenue	Los Angeles	90005	(213) 385-5100	(213) 383-1820	4
City of Compton	OC	404 North Alameda Street	Compton	90221	(310) 605-5693	(310) 639-5260	6
City of Long Beach, A Municipal Corporation	OC	2525 Grand Avenue, Suite 210	Long Beach	90815	(562) 570-4100	(562) 570-4049	8
City of Long Beach, A Municipal Corporation	OC	6335 Myrtle Avenue	Long Beach	90805	(562) 570-4500	(562) 570-4529	8
CLARE Foundation, Inc.	RS	1865 - 1871 9th Street	Santa Monica	90404	(310) 314-6238	(310) 396-6774	5
CLARE Foundation, Inc.	OC	844 Pico Boulevard	Santa Monica	90404	(310) 314-6208	(310) 396-6974	5
CLARE Foundation, Inc.	RS	901 - 907 Pico Boulevard	Santa Monica	90404	(310) 314-6215	(310) 396-6974	5
Cri-Help, Inc.	RS	11027 Burbank Boulevard	North Hollywood	91601	(818) 985-8323	(818) 985-4297	2
Cri-Help, Inc.	OC	11027 Burbank Boulevard	North Hollywood	91601	(818) 985-8323	(818) 985-4297	2
Cri-Help, Inc.	OC	2010 Lincoln Park Avenue	Los Angeles	90031	(323) 222-1440	(323) 222-1317	4
Cri-Help, Inc.	RS	2010 Lincoln Park Avenue	Los Angeles	90031	(323) 222-1440	(323) 222-1317	4
Didi Hirsch Psychiatric Service	RS	11643 Glenoaks Boulevard	Pacoima	91331	(818) 897-2609	(818) 890-7159	2
Didi Hirsch Psychiatric Service	OC	1600 Main Street, Suite B	Venice	90291	(310) 306-2944	(310) 578-5230	5
Didi Hirsch Psychiatric Service	OC	672 South Lafayette Park Place, Suite 6	Los Angeles	90057	(213) 381-3626/	(213) 380-8923	4
Didi Hirsch Psychiatric Service	DCH	672 South Lafayette Park Place, Suite 6	Los Angeles	90057	(213) 385-3752	(213) 380-8923	4
Do It Now Foundation	OC	7060 Hollywood Boulevard, Suite 201	Hollywood	90028	(323) 465-3784	(323) 465-3899	4
East Los Angeles Health Task Force, Inc.	RS	630 South Saint Louis Street	East Los Angeles	90023	(323) 261-2171	(323) 261-0135	7
El Proyecto del Barrio	OC	20800 Sherman Way	Winnetka	91306	(818) 710-5225	(818) 710-5220	2
El Proyecto del Barrio	DCH	20800 Sherman Way	Winnetka	91306	(818) 710-5225	(818) 710-5220	2
El Proyecto del Barrio	OC	9140 Van Nuys Boulevard, Suite 211	Panorama City	91402	(818) 895-2206	(818) 894-0824	2
El Proyecto del Barrio	DCH	9140 Van Nuys Boulevard, Suite 211	Panorama City	91402	(818) 895-2206	(818) 895-0824	2
Family Counseling Services of West San Gabriel Valley	OC	314 East Mission Drive	San Gabriel	91776	(626) 285-2139	(626) 285-2180	3
Family Services of Long Beach	OC	1043 Pine Avenue	Long Beach	90813	(562) 436-3358	(562) 436-9893	8
Family Services of Long Beach	OC	16704 Clark Avenue	Bellflower	90706	(562) 867-1737	(562) 867-6717	7
FOUND, Inc.	OC	1730 South Vermont Avenue	Los Angeles	90006	(323) 730-9497	(323) 730-9499	4
Grandview Foundation, Inc.	RS	225 Grandview Street	Pasadena	91103	(626) 797-1124	(626) 398-5984	3
His Sheltering Arms, Inc.	RS	11101 South Main Street	Los Angeles	90061	(323) 755-6646	(323) 755-0275	6

County of Los Angeles
Alcohol and Drug Program Administration
Proposition 36 Treatment Agencies
As of 08/13/2002

Provider Name	Modality	Address	City	Zip	Phone	Fax	SPA
House of Hope Foundation, Inc.	RS	235 West 9th Street	San Pedro	90731	(310) 831-9411	(310) 521-9241	8
Jewish Family Service of Los Angeles	OC	8846 West Pico Boulevard	Los Angeles	90035	(310) 247-1180	(310) 858-8582	5
Joint Efforts	OC	505 South Pacific Avenue, Suite 205	San Pedro	90731	(310) 831-2358	(310) 831-2356	8
La Clinica Del Pueblo, Inc.	OC	1547 North Avalon Boulevard	Wilmington	90744	(310) 830-0100	(310) 830-0187	8
Little House	RS	9718 Harvard Street	Bellflower	90706	(562) 925-2777	(562) 925-6888	7
Live Again Recovery Home, Inc.	RS	38215 North San Francisquito Canyon Road	Saugus	91390	(661) 270-0020	(661) 270-1341	2
Los Angeles Centers for Alcohol and Drug Abuse	RS	10425 Painter Avenue	Santa Fe Springs	90670	(562) 906-2685	(562) 944-6713	7
Los Angeles Centers for Alcohol and Drug Abuse	OC	11015 Bloomfield Avenue	Santa Fe Springs	90670	(562) 906-2676	(562) 906-2681	7
Los Angeles Centers for Alcohol and Drug Abuse	OC	333 South Central Avenue	Los Angeles	90013	(213) 626-6411	(213) 621-4119	4
Mary-Lind Foundation	RS	360 South Westlake Avenue	Los Angeles	90057	(213) 483-9207	(213) 207-2733	4
Mary-Lind Foundation	RS	4445 Burns Avenue	Los Angeles	90057	(323) 664-8940	(323) 664-1786	4
Matrix Institute on Addictions	OC	12304 Santa Monica Boulevard, Suite 200	West Los Angeles	90025	(310) 207-4322	(310) 207-6511	5
Matrix Institute on Addictions	OC	19100 Ventura Boulevard, Suite 5	Tarzana	91356	(818) 654-2577	(818) 654-2580	2
Matrix Institute on Addictions	ONTMS	5220 West Washington Boulevard, Suite 101	Los Angeles	90016	(323) 933-9186	(323) 933-7146	6
Matrix Institute on Addictions	ONTPTDX	5220 West Washington Boulevard, Suite 101	Los Angeles	90016	(323) 933-9186	(323) 933-7146	6
MELA Counseling Services Center, Inc.	OC	5240 East Beverly Boulevard	Los Angeles	90022	(323) 728-0100	(323) 728-9218	7
Mid Valley Recovery Services, Inc.	RS	3430 Cogswell Road	El Monte	91732	(626) 453-3400	(626) 453-3410	3
Mid Valley Recovery Services, Inc.	RS	453 South Indiana Street	Los Angeles	90063	(323) 266-7725	(323) 266-4402	7
Mini Twelve Step House, Inc.	RS	1145 West 37th Place	Los Angeles	90007	(323) 731-3045	(323) 295-6642	6
Mini Twelve Step House, Inc.	OC	200 North Long Beach Boulevard	Compton	90220	(310) 608-1505	(323) 295-6642	6
Mini Twelve Step House, Inc.	RS	303 East 52nd Street	Los Angeles	90011	(323) 232-6228	(323) 295-6642	6
MJB Transitional Recovery, Inc.	OC	11152 South Main Street	Los Angeles	90061	(213) 777-2491	(213) 777-0426	6
NCADD - East San Gabriel and Pomona Valleys	OC	401 South Main Street, Suite 110	Pomona	91766	(909) 629-4084	(909) 629-4086	3
NCADD - East San Gabriel and Pomona Valleys	OC	754 East Arrow Highway, Suite F	Covina	91722	(626) 331-5316	(626) 332-2219	3
NCADD - Long Beach Area	OC	3750 Long Beach Boulevard	Long Beach	90807	(562) 426-8262	(562) 426-5283	8
NCADD - Long Beach Area	DCH	3750 Long Beach Boulevard	Long Beach	90807	(562) 426-8262	(562) 426-5283	8
NCADD - Long Beach Area	RS	3750 Long Beach Boulevard	Long Beach	90807	(562) 426-8262	(562) 426-5283	8
NCADD - Long Beach Area	OC	830 Atlantic Avenue	Long Beach	90813	(562) 624-9724	(562) 624-8857	8
NCADD - Long Beach Area	DCH	830 Atlantic Avenue	Long Beach	90813	(562) 624-9757	(562) 624-8857	8
NCADD - Long Beach Area	RS	836 Atlantic Avenue	Long Beach	90813	(562) 432-6807	(562) 435-9253	8
NCADD - San Fernando Valley, Inc.	OC	14557 Friar Street, #107	Van Nuys	91411	(818) 997-0414	(818) 997-0851	2
NCADD - San Fernando Valley, Inc.	OC	20655 Soledad Canyon Road, #16	Canyon Country	91321	(661) 299-2888	(661) 299-2887	2
NCADD - South Bay	OC	1334 Post Avenue	Torrance	90501	(310) 328-1460	(310) 328-1964	8
NCADD - South Bay	RS	341 East 6th Street	Long Beach	90802	(562) 435-7350	(562) 432-4532	8
NCADD - South Bay	RS	351 East 6th Street	Long Beach	90802	(562) 435-7350	(562) 432-4532	8
Ness Counseling Center, Inc. (The)	OC	8512 Whitworth Drive	Los Angeles	90035	(310) 360-8512	(310) 360-2510	5
New Hope Health Service, Inc.	DCH	13325 Hawthorne Boulevard	Hawthorne	90250	(310) 676-8030	(310) 676-8113	8
New Hope Health Service, Inc.	OC	13325 Hawthorne Boulevard	Hawthorne	90250	(310) 676-8030	(310) 676-8113	8
New Way Foundation, Inc.	RS	207 North Victory Boulevard	Burbank	91502	(818) 842-2700	(818) 842-9416	2
Options - A Child Care and Human Services Agency	OC	560 South San Jose Avenue	Covina	91723	(626) 967-5103	(626) 351-5501	3

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Provider Name	Modality	Address	City	Zip	Phone	Fax	SPA
Pajo Corporation, The	ONTMS	2080 Century Park East, Suite 1802	Century City	90067	(310) 553-9500	(310) 553-7247	5
Pajo Corporation, The	ONTPDTX	2080 Century Park East, Suite 1802	Century City	90067	(310) 553-9500	(310) 553-7247	5
Palm House, Inc.	RS	2515 East Jefferson Street	Carson	90810	(310) 830-7803	(310) 830-6606	8
Pasadena Council of Alcoholism and Drug Dependency	OC	1245 East Walnut Street, #117	Pasadena	91106	(626) 795-9127	(626) 795-0979	3
People Coordinated Services of Southern California	RS	1319 South Manhattan Place	Los Angeles	90019	(323) 734-1143	(323) 735-7059	4
People Coordinated Services of Southern California	OC	3021 South Vermont Avenue	Los Angeles	90007	(323) 732-9124	(323) 735-7059	6
People Coordinated Services of Southern California	RS	4771 South Main Street	Los Angeles	90037	(323) 233-3342	(323) 735-7059	6
People in Progress, Inc.	RS	8140 Sunland Boulevard	Sun Valley	91352	(818) 768-7494	(818) 768-0687	2
Phoenix Houses of Los Angeles, Inc.	RS	11015 Bloomfield Avenue	Santa Fe Springs	90670	(562) 941-8042	(562) 941-6592	7
Phoenix Houses of Los Angeles, Inc.	OC	503 Ocean Front Walk	Venice	90291	(310) 392-3070	(310) 392-9068	5
Phoenix Houses of Los Angeles, Inc.	RS	503 Ocean Front Walk	Venice	90291	(310) 392-3070	(310) 392-9068	5
Plaza Community Center	OC	541 South Indiana Street	Los Angeles	90023	(323) 269-0925	(323) 269-6248	7
Pomona Alcohol and Drug Recovery Center, Inc.	OC	636 South Garey Avenue	Pomona	91766	(909) 622-2273	(909) 622-6334	3
Pomona Community Crisis Center, Inc.	OC	221 North Palomares Street	Pomona	91767	(909) 623-1588	(909) 629-2470	3
Pride Health Services, Inc.	OC	8619 South Crenshaw Boulevard	Inglewood	90305	(310) 677-9019	(310) 677-9401	8
Pride Health Services, Inc.	DCH	8619 South Crenshaw Boulevard	Inglewood	90305	(310) 677-9019	(310) 677-9401	8
Pride Health Services, Inc.	OC	8904 South Vermont Avenue	Los Angeles	90044	(323) 753-5950	(323) 753-6020	6
Pride Health Services, Inc.	DCH	8904 South Vermont Avenue	Los Angeles	90044	(323) 753-5950	(323) 753-6020	6
Principles, Inc.	RS	1680 North Fair Oaks Avenue	Pasadena	91109	(626) 798-0884	(626) 798-6970	3
Principles, Inc.	OC	2623 Foothill Avenue	Pasadena	91107	(626) 564-4240	(626) 577-4250	3
Prototypes	OC	2740 North Garey Avenue	Pomona	91767	(909) 392-7646	(909) 392-8872	3
Prototypes	DCH	831 East Arrow Highway	Pomona	91767	(909) 624-1233	(909) 621-5999	3
Prototypes	RS	845 East Arrow Highway	Pomona	91767	(909) 624-1233	(909) 621-5999	3
Salvation Army	RS	721 East 5th Street	Los Angeles	90013	(213) 626-5253	(213) 626-0717	4
Salvation Army	RS	809 East 5th Street	Los Angeles	90013	(213) 626-4786	(213) 626-0717	4
Santa Anita Family Services	OC	605 South Myrtle Avenue	Monrovia	91016	(626) 359-9358	(626) 358-7647	3
Santa Anita Family Services	OC	716 North Citrus Avenue	Covina	91723	(626) 966-1755	(626) 859-0999	3
Shields for Families Project, Inc. (The)	DCH	12021 South Wilmington, Lot C	Los Angeles	90059	(310) 668-8260	(310) 668-8309	6
Shields for Families Project, Inc. (The)	OC	12714 South Avalon, Suite 100	Los Angeles	90061	(323) 777-0130	(323) 777-1659	6
Shields for Families Project, Inc. (The)	DCH	1500 Kay Street, Suite 1746	Compton	90221	(310) 898-2450	(310) 898-2452	6
Social Model Recovery Systems	OC	510 South Second Avenue	Covina	91723	(626) 974-8122	(626) 974-8198	3
South Bay Human Services Coalition	OC	2370 West Carson Street, #136	Torrance	90501	(310) 328-0780	(310) 328-0175	8
Southern California Alcohol and Drug Programs, Inc.	RS	10511 Mills Avenue	Whittier	90604	(562) 944-7953	(562) 946-4413	7
Southern California Alcohol and Drug Programs, Inc.	RS	11401 Bloomfield Avenue, Suite 209 & 211	Norwalk	90650	(562) 864-7724	(562) 868-5374	7
Southern California Alcohol and Drug Programs, Inc.	RS	11401 Bloomfield Avenue, Suite 313	Norwalk	90650	(562) 864-0559	(562) 868-5374	7
Southern California Alcohol and Drug Programs, Inc.	OC	11455 Paramount Boulevard	Downey	90241	(562) 622-3979	(562) 562-0918	7
Southern California Alcohol and Drug Programs, Inc.	OC	11500 Paramount Boulevard	Downey	90241	(562) 923-4545	(562) 862-0918	7
Southern California Alcohol and Drug Programs, Inc.	DCH	11500 Paramount Boulevard	Paramount	90723	(562) 923-4545	(562) 862-0918	6
Southern California Alcohol and Drug Programs, Inc.	RS	12322 Clearglen Avenue	Whittier	90604	(562) 947-3835	(562) 947-9895	7
Southern California Alcohol and Drug Programs, Inc.	RS	1755 Freeman Avenue	Long Beach	90804	(562) 986-5525	(562) 494-4268	8

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Provider Name	Modality	Address	City	Zip	Phone	Fax	SPA
Southern California Alcohol and Drug Programs, Inc.	RS	757 - 759 Loma Vista Drive	Long Beach	90813	(562) 435-4771	(562) 435-9290	8
Special Service for Groups	OC	532 South Vermont Avenue	Los Angeles	90020	(213) 738-3361	(213) 389-4512	4
SPIRITT Family Services, Inc.	OC	11046 East Valley Mail	El Monte	91731	(626) 442-4788	(626) 448-3425	3
SPIRITT Family Services, Inc.	OC	13907 Amar Road, Suite C	La Puente	91746	(626) 338-0821	(626) 338-7172	3
SPIRITT Family Services, Inc.	OC	9920 Pioneer Boulevard, Unit 103	Santa Fe Springs	90670	(562) 948-2886	(562) 948-1838	7
Stepping Stones Home	RS	17727 Cypress Street	Covina	91722	(626) 967-2677	(626) 858-4923	3
Stepping Stones Home	RS	823 Cypress Street	Covina	91723	(626) 967-2677	(626) 858-4923	3
Substance Abuse Foundation of Long Beach, Inc.	OC	3125 East 7th Street	Long Beach	90804	(562) 987-5722	(562) 987-4586	8
Substance Abuse Foundation of Long Beach, Inc.	RS	3125 East 7th Street	Long Beach	90804	(562) 987-5722	(562) 987-4586	8
Substance Abuse Foundation of Long Beach, Inc.	OC	3131-3139 East 7th Street	Long Beach	90804	(562) 987-5722	(562) 987-4586	8
Substance Abuse Foundation of Long Beach, Inc.	RS	727-729 Obispo Avenue	Long Beach	90804	(562) 987-5722	(562) 987-4586	8
Sunrise Community Counseling Center	OC	537 South Alvarado Street, 2nd Floor	Los Angeles	90057	(213) 207-2770	(213) 207-2773	4
Tarzana Treatment Center	OC	18549 Roscoe Boulevard	Northridge	91234	(818) 654-3950	(818) 709-6435	2
Tarzana Treatment Center	OC	18646 Oxnard Street	Tarzana	91356	(818) 996-1051	(818) 345-3827	2
Tarzana Treatment Center	RDTX	18646 Oxnard Street	Tarzana	91356	(818) 996-1051	(818) 654-3827	2
Tarzana Treatment Center	RS	18646 Oxnard Street	Tarzana	91356	(818) 996-1051	(818) 654-3827	2
Tarzana Treatment Center	DCH	18646 Oxnard Street	Tarzana	91356	(818) 996-1051	(818) 654-3827	2
Tarzana Treatment Center	RS	2101 Magnolia Avenue	Long Beach	90806	(562) 218-1868	(562) 591-0346	8
Tarzana Treatment Center	OC	2101 Magnolia Avenue	Long Beach	90806	(562) 218-1868	(562) 591-0346	8
Tarzana Treatment Center	DCH	2101 Magnolia Avenue	Long Beach	90806	(562) 218-1868	(562) 591-0346	8
Tarzana Treatment Center	DCH	44447 North 10th Street West	Lancaster	93534	(661) 726-2630	(661) 726-2635	1
Tarzana Treatment Center	OC	44447 North 10th Street West	Lancaster	93534	(661) 726-2630	(661) 726-2635	1
Tarzana Treatment Center	RS	44447 North 10th Street West	Lancaster	93534	(661) 726-2630	(661) 726-2635	1
Tarzana Treatment Center	OC	7101 Baird Avenue	Reseda	91335	(818) 342-5897	(818) 345-6256	2
Tri-City Mental Health Center	OC	2008 North Garey Avenue	Pomona	91767	(909) 623-6131	(909) 623-3932	3
Tri-City Mental Health Center	OC	790 East Bonita Avenue	Pomona	91767	(909) 447-3400	(909) 447-3401	3
URDC Human Services Corporation	OC	1460 North Lake Avenue, Suite 107	Pasadena	91104	(626) 398-3796	(626) 398-3895	3
URDC Human Services Corporation	DCH	1460 North Lake Avenue, Suite 107	Pasadena	91104	(626) 398-3796	(626) 398-3895	3
Van Ness Recovery House	RS	1919 North Beachwood Drive	Los Angeles	90068	(323) 463-4266	(323) 962-6721	4
Verdugo Mental Health Center	OC	225-D North Maryland Avenue	Glendale	91801	(818) 247-8180	(818) 247-6649	2
Volunteers of America of Los Angeles	RS	4969 Sunset Boulevard	Los Angeles	90027	(323) 660-8042	(323) 660-9265	4
Volunteers of America of Los Angeles	RS	515 East 6th Street, 9th Floor	Los Angeles	90021	(213) 627-8002	(213) 622-6831	4
Watts Health Foundation, Inc.	OC	8005 South Figueroa Street	Los Angeles	90003	(323) 778-5290	(323) 752-8031	6
Watts Health Foundation, Inc.	RS	8005 South Figueroa Street	Los Angeles	90003	(323) 778-5290	(323) 752-8031	6

County of Los Angeles
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Provider Name	Modality	Address	City	Zip	Phone	Fax	SPA
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Modality Legend

Modality	Modality description
CPRP	Community Prevention and Recovery Program
DCH	Day Care Habilitative Services
DCH (DD)	Day Care Habilitative Services (Dual Diagnosed Services)
HDC	Homeless Day Care Services
ODFC	Outpatient Alcohol/Drug Free Counseling Services
OC	Outpatient Counseling
PDCH	Perinatal Day Care Habilitative Services
ODFC	Perinatal Outpatient Alcohol Drug Free Counseling Services
ODFP	Perinatal Outpatient Alcohol Drug Free Counseling Services
ONTMS	Outpatient Narcotic Treatment Maintenance Services
ONTPDTX	Outpatient Narcotic Treatment Program Detoxification Services
RHP	Perinatal Residential Habilitative Services
RCRP	Residential Community Recovery Program
RDTX	Residential Medical Detoxification Services
RS	Residential Services

SECTION XII

EXHIBIT V

PRINCIPLES OF EFFECTIVE TREATMENT (Best Practices)

PRINCIPLES OF EFFECTIVE TREATMENT (Best Practices)

The County of Los Angeles, Department of Health Services, Alcohol and Drug Program Administration uses the following principles of effective treatment, identified by the National Institute on Drug Abuse (NIDA) as the “best practices” guiding its contracted programs and services (Established from findings of NIDA-supported research):

1. **No single treatment is appropriate for all individuals.** Matching treatment setting, interventions, and services to each individual’s particular problems and needs is critical to his or her ultimate success in returning to productive functioning in the family, workplace, and society.
2. **Treatment needs to be readily available.** Because individuals who are addicted to drugs may be uncertain about entering treatment, taking advantage of opportunities when they are ready for treatment is crucial. Potential treatment applicants can be lost if treatment is not immediately available or is not readily accessible.
3. **Effective treatment attends to multiple needs of the individual, not just his or her drug use.** To be effective, treatment must address the individual’s drug use and any associated medical, psychological, social, vocational, and legal problems.
4. **An individual’s treatment and services plan must be assessed continually and modified as necessary to ensure that the plan meets the person’s changing needs.**

An individual may require varying combinations of services and treatment components during the course of treatment and recovery. In addition to counseling or psychotherapy, the individual at times may require medication, other medical services, family therapy, parenting instruction, vocational rehabilitation, and social and legal services. It is critical that the treatment approach be appropriate to the individual's age, gender, ethnicity, and culture.

5. **Remaining in treatment for an adequate period of time is critical for treatment effectiveness.** The appropriate duration for an individual depends on her or his problems and needs. Research indicates that for most individuals, the threshold of significant improvement is reached at about three months in treatment. After this threshold is reached, additional treatment can produce further progress toward recovery. Because people often leave treatment prematurely, programs should include strategies to engage and keep people in treatment.
6. **Counseling (individual and/or group) and other behavioral therapies are critical components of effective treatment for addiction.** In therapy, individuals address issues of motivation, build skills to resist drug use, replace drug-using activities with constructive and rewarding non-drug-using activities, and improve problem-solving abilities. Behavioral therapy also facilitates interpersonal relationships and the individual's ability to function in the family and community.

7. **Medications are an important element of treatment for many patients, especially when combined with counseling and other behavioral therapies.** For persons with mental disorders, both behavioral treatments and medications can be critically important.
8. **Addicted or drug-abusing individuals with coexisting mental disorders should have both disorders treated in an integrated way.**
9. **Medical detoxification is only the first stage of addiction treatment and by itself does little to change long-term drug use.** Medical detoxification safely manages the acute physical symptoms of withdrawal associated with stopping drug use. While detoxification alone is rarely sufficient to help addicts achieve long-term abstinence, for some individuals it is a strong indicated precursor to effective drug addiction treatment.
10. **Treatment does not need to be voluntary to be effective.** Strong motivation can facilitate the treatment process. Sanctions or enticements in the family, employment setting, or criminal justice system can significantly increase both treatment entry and retention rates and the success of drug treatment interventions.
11. **Possible drug use during treatment must be monitored continuously.** Lapses to drug use can occur during treatment. The objective monitoring of an individual's alcohol and other drug use during treatment, such as through urinalysis or other tests, can help the

individual withstand urges to use drugs. Such monitoring also can provide early evidence of drug use so that the individual's treatment plan can be adjusted. Feedback to individuals who test positive for illicit drug use is an important element of monitoring.

12. **Treatment programs should provide assessment for HIV/AIDS, hepatitis B and C, tuberculosis, and other infectious diseases and counseling to help individuals modify or change behaviors that place themselves or others at risk of infection.**

Counseling can help individuals avoid high-risk behavior. Counseling can also help persons who are already infected to manage their illness.

13. **Recovery from drug addiction can be a long-term process and frequently requires multiple episodes of treatment.** As with other chronic illnesses, relapses to drug use can occur during or after successful treatment episodes. Addicted individuals may require prolonged treatment and multiple episodes of treatment to achieve long-term abstinence and fully restore functioning. Participation in self-help support groups and meetings during and following treatment often is helpful in maintaining abstinence.

SECTION XII

EXHIBIT VI

INSTRUCTIONS FOR PREPARING PROJECT WORK PLAN

INSTRUCTIONS FOR PREPARING PROJECT WORK PLAN

Complete this form for each 41-month cycle of the project. For this proposal, you will need to complete two (2) or more forms to cover the full 41 months of the project term.

At the top of this form, clearly state your PROJECT GOAL, which is a statement of work or mission statement. To complete each Column in the form, follow the instructions below:

- < In Column (1), list in sequential number each Program Objective (as discussed in the PROGRAM OBJECTIVES FOR TREATMENT/RECOVERY SERVICES sub-paragraph of the RFP Narrative).
Program Objectives should be clear, concise, and measurable.
- < In Column (2), list all key tasks or activities that will be initiated in order to achieve each Program Objective.
- < In Column (3), list the time frame (i.e. during what month or months) key tasks or activities, as listed in Column (2), will be undertaken.
- < In Column (4), list the numbers and titles of all staff (as discussed in the ASSIGNED PERSONNEL paragraph of the RFP Narrative) who will be responsible for initiating the key tasks or activities listed in Column (2).
- < In Column (5), summarize how the achievement of each Program Objective listed in Column (1) will be evaluated (as discussed in the EVALUATION DESIGN paragraph of the RFP Narrative) in terms of how successful it was in achieving each objective; for example, using follow-up surveys, analyzing re-arrest rates, and/or any other methodology deemed appropriate.

SECTION XII

EXHIBIT VII

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

The following information is provided for reference purposes only. Actual figures will depend on the agency's proposed program design, expenses, and revenue.

I. GENERAL REQUIREMENTS

- A. Budget should include all costs related to the proposed project.
- B. Line items for all budget categories should include a description and justification for each item.
- C. Category totals should equal the total amount requested in the proposal.

II. PROGRAM EXPENSES

A. Salaries and Employee Benefits

- 1. Salaries: Include all line, supervisory, and other staff positions who provide direct services. To determine the TOTAL SALARY COSTS for a position, use the following formula: Monthly salary times [x] number of months budgeted on project times [x] percent of time on project equals [=] TOTAL SALARY COSTS

Example A: Full-time employee working 70% of time on project. $\$2,000 \times 12 \times 70\% = \$16,800$

Example B: Half-time employee working 50% of time on project. $\$1,000 \times 12 \times 50\% = \$6,000$

Total Salaries: $\$16,800$ plus [+] $\$6,000 = \underline{\underline{\$22,800}}$

2. Employee Benefits: This is calculated percentage of each employee's total salary costs; based on such expenses as FICA, SUI, Medical/Dental, Workmen's Compensation, or other benefits.

Example: FICA @ 7.65% + SUI @ 4.25% + Medical/Dental @ 6.0% + Workmen's Compensation @ 3.25% = 21.15% percentage of all paid employee benefits.

To determine TOTAL EMPLOYEE BENEFITS for each position, use the following formula: TOTAL SALARY COSTS (\$22,800) x percentage of all paid employee benefits (21.15%) = TOTAL EMPLOYEE BENEFITS

Example A: Full-time employee working 70% of time on project. \$16,800 x 21.15% = \$3,553.20

Example B: Half-time employee working 50% of time on project. \$6,000 x 21.15% = \$1,269.00

Total Employee Benefits: \$3,553.20 + \$1,269.00 = \$4,822.20

3. Total Salaries and Employee Benefits: $\$22,800 + \$4,822.20 = \underline{\underline{\$27,622.20}}$

B. Facility Rent/Lease Expenses

The total amount of FACILITY RENT OR LEASE EXPENSES charged to this project are based on the following formula: Total monthly rental or lease amount, divided by $[\div]$ total gross square footage = cost per square foot x total square footage used for this project x number of months project is budgeted = TOTAL FACILITY RENT OR LEASE EXPENSES

Example: \$ 2,000 \div 2,000 sq.ft. x 1,000 sq.ft. x 12 months = \$12,000

C. Equipment and/or Other Assets Expenses

Equipment and/or other assets expenses should be determined by calculating the amount of time the leased equipment or other assets will be used exclusively on this project.

Example: One (1) copier rental with toner and paper supplies at \$500 per month x 10% usage on project = \$50.00 per month x 12 months = \$600

Example: One (1) computer at \$5000 x 100% usage on project \div 5 years depreciation = \$1,400

D. Services and Supplies

Indicate expenditures for any of the following items: Audit fees, bookkeeping fees, books and publications, facility maintenance, insurance, license/permit fees, mileage, office

machine maintenance/repairs, office supplies, postage, printing, janitorial and other maintenance supplies, telephone, training, utilities.

<i>Example:</i>	<i>audit fees</i>	<i>\$200.00</i>
	<i>bookkeeping fees</i>	<i>\$300.00</i>
	<i>books and publications</i>	<i>\$150.00</i>
	<i>facility maintenance</i>	<i>\$500.00</i>
	<i>insurance</i>	<i>\$900.00</i>
	<i>license/permit fees</i>	<i>\$50.00</i>
	<i>mileage</i>	<i>\$400.00</i>
	<i>office machine maintenance/repairs</i>	<i>\$200.00</i>
	<i>office supplies</i>	<i>\$1,000.00</i>
	<i>postage</i>	<i>\$30.00</i>
	<i>printing</i>	<i>\$30.00</i>
	<i>janitorial/other maintenance supplies</i>	<i>\$35.00</i>
	<i>telephone</i>	<i>\$750.00</i>
	<i>training</i>	<i>\$200.00</i>
	<i>utilities</i>	<i>\$250.00</i>
	<i>other</i>	<i>\$0.00</i>
	<i>total</i>	<i>\$4,995.00</i>

E. Administrative Overhead

An administrative overhead rate may be applied to project costs, based upon acceptable accounting and budgeting procedures. An administrative overhead rate over 20% needs additional justification of how rate was determined. Project size, other available resources, number and type of concurrent projects undertaken by

agency, etc. are all examples of different factors to consider in determining if or to what extent an administrative overhead rate may be applied. Any and all supporting documentation showing how the administrative overhead rate was calculated, must be appended to the budget.

F. Total Gross Cost of Program

The total gross cost is determined by adding all program expenses calculated for the budget

Example:

<u>Program Expenses</u>	
<i>Salaries and Employee Benefits</i>	<i>\$27,622.00</i>
<i>Facility Rent/Lease</i>	<i>\$12,000.00</i>
<i>Equipment and/or Other Assets</i>	<i>\$2,000.00</i>
<i>Services and Supplies</i>	<i>\$4,995.00</i>
<i>Administrative Overhead</i>	<i><u>\$5,524.00</u></i>
<i>Total Gross Cost of Program</i>	<i>\$52,141.00</i>

III. INCOME/REVENUE

A. Projected County Allocation

State your projected County allocation for the contract period.

Example: \$50,000 (for the period July 1, 2001 to June 30, 2002)

B. Private Funding and/or Other Revenue

State any projected private funding, client revenue, and other revenue for the proposed project for the contract period.

Example: \$ 1,241.64 (private donations)

C. Total Income/Revenue

The total income/revenue should equal the total gross program cost.

Example: Projected County allocation of \$50,000 + Private Funding of \$2,141.00 = \$52,141.00

The total Income/Revenue of program is \$52,141.00.

IV. BUDGET NARRATIVE (DETAILED DESCRIPTION AND JUSTIFICATION OF EACH LINE ITEM BUDGET CATEGORY)

A. Description

Explain how salaries and employee benefit costs were calculated. Provide a brief description of each item requested, the corresponding cost, and a brief justification statement. Explain how each line item expense relates to your written proposal.

Example: (Under EQUIPMENT AND/OR OTHER ASSETS category)

1 printer @ \$1,500

Description: - *This printer is compatible with the agency's IBM computer.*

B. Justification

Provide sufficient reason for the importance and need of each line item requested in the budget, as it relates to (1) strategies/program elements and activities of the written program proposal, and (2) any administrative services or requirements.

Example: Justification: Staff assigned exclusively to this project will be using the printer to develop program reports and other documents in a timely manner.

BDGTNSTR.FRM

SECTION XIII

ATTACHMENTS

ATTACHMENTS A THROUGH K

**COUNTY OF LOS ANGELES W DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION**

LETTER OF INTENT TO APPLY

**REQUEST FOR PROPOSALS FOR
ALCOHOL AND DRUG PROPOSITION 36 PROGRAM SERVICES**

This is to provide notification of our intention to submit a proposal(s) in response to the Los Angeles County Alcohol and Drug Program Administration's Request for Proposals for Alcohol and Drug Proposition 36 Program Services, issued on September 24, 2002.

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: () _____

Fax No.: () _____

E-Mail Address: _____

**THIS FORM MUST BE RECEIVED BY ADPA NO LATER THAN 4:30 P.M. ON
MONDAY, OCTOBER 21, 2002. IT MAY BE MAILED TO THE ADDRESS
BELOW, OR SENT BY FAX TO (626) 458-6084.**

Timothy M. Dueñas
Alcohol and Drug Program Administration
Planning Division - Program Development Section
1000 South Fremont Avenue Building A-9 East, Room 3-149
Alhambra, California 91803

PROPOSAL FACE SHEET

**REQUEST FOR PROPOSALS
for
ALCOHOL AND DRUG PROPOSITION 36 PROGRAM SERVICES**

Name of Agency Submitting Proposal: _____

Address (main office): _____

City, Zip Code: _____

Telephone: () _____

FAX: () _____

Indicate if new non-ADPA contracted agency or current ADPA contracted treatment provider: New or Current

If current provider, indicate if treatment service is new or an expansion of current program services: New or Expansion

Type of treatment applying for: 9 outpatient counseling
(check one or more boxes) 9 residential treatment

Location of site(s) for outpatient and/or residential program services:
(attach additional pages if necessary) _____

City, Zip Code: _____

Telephone: () _____

FAX: () _____

Specific populations/
geographic areas targeted : _____

Total Amount of Funding Requested: _____

Name of Executive Director: _____

SIGNATURE OF EXECUTIVE DIRECTOR

DATE

**ALCOHOL AND DRUG PROPOSITION 36 PROGRAM SERVICES
PROJECT WORK PLAN**

Project Goal: _____

Project Period: _____

(1) Program Objectives	(2) Key Tasks/Activities	(3) Time Frame	(4) Nos./Levels of Staff	(5) Expected Outcomes

**REQUEST FOR PROPOSALS FOR
ALCOHOL AND DRUG PROPOSITION 36 PROGRAM SERVICES
PROPOSED BUDGET (FORTY-ONE MONTHS)**

For each item below, please summarize the amounts budgeted for the entire forty-one (41) months of the proposed outpatient and/or residential project. PROGRAM EXPENSES should reflect the total cost to operate the program, including any costs that may not be covered by your proposed County allocation. INCOME/REVENUE should reflect all funding sources that will be dedicated to the project to cover all program expenses. (Note: The proposal ~~must include~~ a separate budget for non-residential and/or residential treatment services and narrative justification for each budget item. See Section IX. B. Paragraph 9, of the RFP narrative for further details).

PROPOSED FORTY-ONE MONTH BUDGET (AGENCY NAME): _____						
ITEM		Five Month Budget Period (02/01/03 - 06/30/03)	Twelve Month Budget Period (07/01/03 - 06/30/04)	Twelve Month Budget Period (07/01/04 - 06/30/05)	Twelve Month Budget Period (07/01/05 - 06/30/06)	Total Forty- One Month Budget Period (10/01/02 - 6/30/06)
PROGRAM EXPENSES						
Salaries and Employee Benefits		\$	\$	\$	\$	\$
Facility Rent/Lease		\$	\$	\$	\$	\$
Equipment and/or Other Assets Leases		\$	\$	\$	\$	\$
Services and Supplies		\$	\$	\$	\$	\$
Administrative Overhead		\$	\$	\$	\$	\$
TOTAL GROSS COST OF PROGRAM		\$	\$	\$	\$	\$
INCOME/REVENUE						
Projected County Allocation		\$	\$	\$	\$	\$
Private Funding Monies &/or Other Revenue		\$	\$	\$	\$	\$
TOTAL INCOME/REVENUE		\$	\$	\$	\$	\$

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department - Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 - Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u> <u>From Contractor</u>
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

Revised 3/7/2002

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT
(No Exclusionary Action)*

Proposer hereby certifies that neither proposer (name as shown on bid or proposal) _____

nor any of its staff members are currently barred from participation in a Federally funded health care program,

whether such bar is direct or indirect, or whether such bar is in whole or in part.

Signature of Authorized Representative
of Proposing Entity

Date

Print Name

Title

* If proposer cannot execute this form because it or one (1) or more of its staff members is barred from participation in a Federally funded health care program, proposer shall submit a signed and dated statement, also labeled Attachment "IX" reflecting all of the details of such debarment action.

AVOIDANCE OF CONFLICT OF INTEREST CERTIFICATION

Section 2.180.010 of the Los Angeles County Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, come within the provisions of subsection (a), and who:
 - (1) Were employed in positions of substantial responsibility in the area of service to be performed under the contract; or
 - (2) Participated in any way in developing the contract or its service specifications;
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders;
- (e) Persons or profit-making firms or businesses which employed or retained the services of persons described in (a) or (c) above to assist them in the preparation of a bid or proposal.

In addition, any agreement resulting from this RFP shall contain a provision similar to the following:

"CONFLICT OF INTEREST: No County employee whose position in County enables him to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement."

Proposer certifies that its submission of the attached proposal is in compliance with the above provisions of the County Code and the proposed agreement language.

Signature of Authorized Representative
of Proposing Entity

Date

Print Name

Title

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Proposer's Name

Business Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010 of the County Code, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SPECIFIC
(Please Circle Your Response)

- | | | | |
|----|--|-----|----|
| 1. | The Proposer has a written policy statement prohibiting discrimination in all phases of employment. | YES | NO |
| 2. | The Proposer periodically conducts a self analysis or utilization of its work force to assure compliance with State and Federal anti-discrimination laws. | YES | NO |
| 3. | The Proposer has a system for determining if its employment practices are discriminatory against protected groups. | YES | NO |
| 4. | Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES | NO |

Signature of Authorized Representative of
Proposing Entity

Date

Print Name

Title

BUSINESS ENTERPRISE INFORMATION FORM

INSTRUCTIONS: All Proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for **statistical purposes only**. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE:

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners) _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partner, Associate Partner, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total of men and women in the firm:</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	All Others
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____ Expiration Date _____

FIRM NAME: _____

SIGNED: _____ DATE: _____

TITLE: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- 9** My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- 9** My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- 9** My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- 9** My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: